

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF PAGES 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-NC-03-10014		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 01/30/03	
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
U.S. Environmental Protection Agency Attn: Julio Lopez (PR-NC-03-10014), RTPPOD (D143-01) 4930 Old Page Road Durham, NC 27703				U.S. Environmental Protection Agency Attn: Julio Lopez (PR-NC-03-10014) RTP Procurement Operations Div. (D143-01) Research Triangle Park (Industrial Area), NC 27711			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until <u>01:30 PM</u> local time <u>3/6/03</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME JULIO E. LOPEZ		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 919 541-3112		C. E-MAIL ADDRESS lopez.julio@epa.gov	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS		___ CALENDAR DAYS		
		%		%		%		%		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.)		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>			17. SIGNATURE			18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE:	
				Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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TABLE OF CONTENTS

SOLICITATION, OFFER AND AWARD	Page 1
PART I - THE SCHEDULE	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	Page B-1
B.1 CONTRACT COMPONENTS AND CLAUSE APPLICABILITY	Page B-1
B.2 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION	Page B-1
B.3 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (APR 1984)	Page B-2
B.4 CONSIDERATION AND PAYMENT--ITEMIZED FIXED PRICES (EP 52.216-170) (APR 1984)	Page B-3
B.5 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)	Page B-3
B.6 ESTIMATED PRICE, COST, AND FIXED FEE	Page B-4
B.7 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)	Page B-4
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	Page C-1
C.1 SECTION C - CLAUSE APPLICABILITY	Page C-1
C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)	Page C-1
C.3 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)	Page C-2
C.4 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)	Page C-2
C.5 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)	Page C-2
C.6 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)	Page C-3
C.7 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)	Page C-4
SECTION D - PACKAGING AND MARKING	Page D-1
[For this Solicitation, there are NO clauses in this Section]	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page E-1
E.2 SECTION E - CLAUSE APPLICABILITY	Page E-1
E.3 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (MAR 2001)	Page E-1
E.4 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)	Page E-4
E.5 ACCEPTANCE OF SYSTEM PERFORMANCE (GSA T007) (JUL 1994)	Page E-4
SECTION F - DELIVERIES OR PERFORMANCE	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page F-1
F.2 SECTION F - CLAUSE APPLICABILITY	Page F-1
F.3 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)	Page F-1
F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984)	Page F-1
F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)	Page F-2
F.6 PLACE OF CONTRACT PERFORMANCE (RTP-F-1)	Page F-2
SECTION G - CONTRACT ADMINISTRATION DATA	Page G-1

G.1	SECTION G - CLAUSE APPLICABILITY	Page G-1
G.2	PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)	Page G-1
G.3	PAYMENT OF FEE (CONTINUOUS SEVERABLE SERVICES PORTION)	Page G-1
G.4	SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)	Page G-1
G.5	SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)	Page G-1
G.6	SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION	Page G-2
G.7	FAR CONTRACT RESERVES (EP 52.232-130) (AUG 1991)	Page G-3
G.8	METHOD OF PAYMENT (EP 52.232-220) (APR 1984)	Page G-3
G.9	INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION	Page G-4
G.10	CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)	Page G-6
G.11	SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)	Page G-6
G.12	GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)	Page G-7
G.13	GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000) DEVIATION	Page G-7
G.14	DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)	Page G-13
G.15	ANNUAL SUMMARY REPORT FORMAT (RTP-G-4)	Page G-13
SECTION H -	SPECIAL CONTRACT REQUIREMENTS	Page H-1
H.1	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)	Page H-1
H.2	PRINTING (EPAAR 1552.208-70) (OCT 2000)	Page H-1
H.3	ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994)	Page H-3
H.4	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION	Page H-4
H.5	CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)	Page H-4
H.6	OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION	Page H-7
H.7	OPTION FOR INCREASED CONTINUOUS SEVERABLE SERVICES PORTION	Page H-8
H.8	MENTOR-PROTEGE PROGRAM (EPAAR 1552.219-70) (OCT 2000)	Page H-9
H.9	SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)	Page H-10
H.10	UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)	Page H-11
H.11	UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)	Page H-11
H.12	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)	Page H-12
H.13	INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)	Page H-12
H.14	INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)	Page H-13
H.15	STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)	Page H-13
H.16	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)	Page H-13
H.17	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)	Page H-14
H.18	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)	Page H-15
H.19	ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)	Page H-17

H.20	TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION	
H.21	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)	Page H-17
H.22	PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)	Page H-17
H.23	GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)	Page H-18
H.24	REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)	Page H-18
H.25	FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)	Page H-20
H.26	IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (RTP-H-2)	Page H-21
H.27	EPA SPONSORED MEETINGS, WORKSHOPS, CONFERENCES (RTP-H-4)	Page H-21
H.28	APPLICATION OF RIGHTS IN DATA--SPECIAL WORKS CLAUSE (RTP-H-5)	Page H-21
H.29	IDENTIFICATION OF SUBCONTRACTORS (RTP-H-8)	Page H-22
H.30	SUBCONTRACTOR - KEY PERSONNEL (RTP-H-9)	Page H-22
PART II	- CONTRACT CLAUSES	Page I-1
SECTION I	- CONTRACT CLAUSES	Page I-1
I.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page I-1
I.2	SECTION I - CALUSE APPLICABILITY	Page I-3
I.3	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION	Page I-4
I.4	NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)	Page I-4
I.5	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997) ALTERNATE IV (OCT 1997)	Page I-5
I.6	ALLOWABLE COST AND PAYMENT (FAR 52.216-7) (DEC 2002) DEVIATION	Page I-5
I.7	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (MAY 2001) ALTERNATE I (OCT 1998)	Page I-9
I.8	PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)	Page I-11
I.9	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)	Page I-12
I.10	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)	Page I-12
I.11	SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998)	Page I-12
I.12	COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)	Page I-15
I.13	SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2002)	Page I-15
I.14	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION	Page I-16
I.15	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)	Page I-21
I.16	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	Page I-22
I.17	AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)	Page I-22

PART III	- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS . . .	Page J-1
SECTION J	- LIST OF ATTACHMENTS	Page J-1
J.1	LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)	Page J-1
PART IV	- REPRESENTATIONS AND INSTRUCTIONS	Page K-1
SECTION K	- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	Page K-1
K.1	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)	Page K-1
K.2	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)	Page K-2
K.3	TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)	Page K-2
K.4	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)	Page K-4
K.5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)	Page K-4
K.6	PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)	Page K-5
K.7	SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)	Page K-6
K.8	SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)	Page K-8
K.9	PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)	Page K-9
K.10	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)	Page K-9
K.11	RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)	Page K-10
K.12	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)	Page K-10
K.13	HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (FAR 52.226-2) (MAR 2001)	Page K-11
K.14	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (MAY 1999)	Page K-11
K.15	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)	Page K-12
K.16	BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)	Page K-15
K.17	ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)	Page K-15
K.18	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)	Page K-15
K.19	SIGNATURE BLOCK (EP 52.299-900) (APR 1984)	Page K-15
K.20	CONGRESSIONAL DISTRICT/DUN AND BRADSTREET NUMBER (RTP-K-1)	Page K-16
SECTION L	- INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	Page L-1
L.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page L-1
L.2	FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)	Page L-1
L.3	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) ALTERNATE IV (OCT 1997)	Page L-1
L.4	TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION	Page L-1

L.5	SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)	Page L-2
L.6	IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)	Page L-2
L.7	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)	Page L-3
L.8	AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)	Page L-3
L.9	ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)	Page L-3
L.10	PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)	Page L-4
L.11	INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72) (AUG 1999)	Page L-4
L.12	GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-73) (AUG 1999)	Page L-10
L.13	PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)	Page L-14
L.14	TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)	Page L-16
L.15	RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)	Page L-16
L.16	DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)	Page L-16
L.17	EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)	Page L-20
L.18	PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EPAAR 1552.219-71) (OCT 2000)	Page L-20
L.19	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EPAAR 1552.219-72) (OCT 2000)	Page L-23
L.20	IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)	Page L-24
L.21	SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)	Page L-24
L.22	COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)	Page L-24
L.23	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)	Page L-25
L.24	UTILIZATION OF SMALL DISADVANTAGED BUSINESSES AND SMALL BUSINESSES AS SUBCONTRACTORS (RTP-L-1)	Page L-25
L.25	SUBMISSION OF COST PROPOSALS (RTP-L-2)	Page L-26
L.26	PROCUREMENT HISTORY (RTP-L-8)	Page L-27
L.27	EPA'S GOALS FOR SUBCONTRACTING WITH SMALL BUSINESSES (RTP-L-9)	Page L-27
L.28	INFORMATION REGARDING LOCATING RELEVANT DOCUMENTS ON THE INTERNET	Page L-27
SECTION M -	EVALUATION FACTORS FOR AWARD	Page M-1
M.1	EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)	Page M-1
M.2	EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)	Page M-1
M.3	EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)	Page M-1
M.4	SMALL DISADVANTAGED BUSINESS PARTICIPATION EVALUATION FACTOR (EPAAR 1552.219-74) (OCT 2000)	Page M-4
M.5	EVALUATION OF CONFLICT OF INTEREST PLAN (RTP-M-1)	Page M-5
STATEMENT OF WORK		Page 1-1
REPORTS OF WORK		Page 2-1

INVOICE PREPARATION INSTRUCTIONS Page 3-1

GOVERNMENT FURNISHED PROPERTY Page 4-1

GOVERNMENT PROPERTY FURNISHED "AS IS" Page 5-1

DOL WAGE DETERMINATIONS Page 6-1

CASTNET PERFORMANCE STANDARDS FOR FIRM FIXED PRICE PORTION ENTITLED
"ANALYTICAL AND LABORATORY SERVICES" Page 7-1

ANNUAL GOVERNMENT PROPERTY REPORT FORM Page 8-1

PAST PERFORMANCE INFORMATION Page 9-1

CLIENT AUTHORIZATION LETTER Page 10-1

SUBCONTACTING PLAN OUTLINE Page 11-1

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 CONTRACT COMPONENTS AND CLAUSE APPLICABILITY**

This contract is made up of the following three (3) components:

A. Cost-Plus-Fixed-Fee Completion (CPFF-COMP) component to cover the requirements in Section 3 "Specific Requirements for Base Program" and Section 4 "Base Program Options" of the Statement of Work.

B. Cost-Plus-Fixed-Fee Level of Effort (CPFF-LOE) component to cover the requirements Section 6 "Level of Effort" of the Statement of Work.

C. Firm-Fixed-Price performance based service contract (FFP-PBSC) component to cover the requirements in Section 5 "Fixed-Priced Analytical and Laboratory Services" of the Statement of Work.

As a result, the list below indicates which clauses in Section B only apply to a specific component of the contract:

<u>CLAUSE TITLE</u>	<u>CONTRACT COMPONENT</u>
1. Level of Effort - Cost Reimbursement Term Contract (EPAAR 1552.211-70)	CPFF-LOE
2. Work Assignment (EPAAR 1552.211-74)	CPFF-LOE
3. Consideration and Payment - Itemized Fixed Prices (EP 52.216-170)	FFP-PBSC
4. Limitation of Funds Notice (EP 52.232-100)	CPFF-LOE
5. Estimated Cost and Fixed Fee (EP 52.216-190)	CPFF-LOE and CPFF-Completion

B.2 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 11,520 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.3 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (APR 1984)

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within five (5) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within fifteen (15) calendar days after receipt of a work assignment, the Contractor shall submit one (1) copy of a work plan to the Project Officer, one (1) copy to the Work Assignment Manager, and one (1) copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within twenty-five (25) calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within forty-five (45) calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

B.4 CONSIDERATION AND PAYMENT--ITEMIZED FIXED PRICES (EP 52.216-170) (APR 1984)

The price for the fixed price portion of this contract is as follows:

<u>Description of Services</u>	<u>Unit of Issue</u>	<u>QTY</u>	<u>Unit Price</u>	<u>Total Firm-Fixed-Price</u>
Analytical and Laboratory Services requirements in accordance with Section 5 of the Statement of Work	Month	12	\$ _____	\$ _____

Monthly payments will be made in arrears upon delivery and acceptance of the required analytical and laboratory services for each month.

B.5 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

- (a) The estimated cost of this contract is _____.
- (b) The fixed fee is _____.
- (c) The total estimated cost and fixed fee is _____.*

*Includes the Base Program completion portion and the Level of Effort portion.

B.6 ESTIMATED PRICE, COST, AND FIXED FEE

The estimated cost and fixed fee pools and total estimated cost plus fixed fee for (i) the total level of effort portion, (ii) the continuous severable

services portion, and (iii) the price for the analytical and laboratory services portion are shown in the following table for the Base Period:

<u>PORTION</u>	<u>ESTIMATED COST</u>	<u>FIXED FEE</u>	<u>TOTAL EST. COST PLUS FIXED FEE</u>
Continuous Severable Services (Base Program - completion portion)	\$ _____	\$ _____	\$ _____
Option A - completion portion (6 sites)	\$ _____	\$ _____	\$ _____
Option B - completion portion (6 Sites)	\$ _____	\$ _____	\$ _____
Level of Effort portion	\$ _____	\$ _____	\$ _____

Total Firm Fixed Price for Analytical & Laboratory Services			\$ _____
Total Contract Amount*			\$ _____

*Includes totals for CPFF Completion component, CPFF/LOE component, and FFP component.

B.7 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of _____ is allotted to cover estimated cost to the Level of Effort portion. Funds in the amount of _____ are provided to cover the corresponding increment of fixed fee to the Level of Effort portion. The amount allotted for costs is estimated to cover the contractor's performance through _____.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 SECTION C - CLAUSE APPLICABILITY**

The list below identifies which clauses in Section C only apply to a specific component of the contract:

<u>CLAUSE TITLE</u>	<u>CONTRACT COMPONENT</u>
1. Statement of Work/Specifications (EP 52.210-100)	CPFF/Completion and FFP Components
2. Statement of Work - Contract Where Work Is Ordered by Work Assignments or Delivery Orders (EP52.210.110)	CPFF/LOE Component

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.3 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1 (Continuous Severable Services, and Analytical and Laboratory Services Portions)

The Contractor shall perform work under this contract as directed in the (i) continuous severable services, and (ii) the analytical and laboratory services portions of the Statement of Work.

C.4 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included Attachment 1 (Level of Effort Portion).

The Contractor shall perform work under this contract only as directed in Work Assignments issued by the Contracting Officer.

C.5 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's technical proposal entitled, "_____ " dated _____, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.6 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are

not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.7 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

E.2 SECTION E - CLAUSE APPLICABILITY

The list below identifies which clauses in Section E only apply to a specific component of the contract:

<u>CLAUSE TITLE</u>	<u>CONTRACT COMPONENT</u>
1. Inspection of Services - Fixed Price (FAR 52.246-4)	FFP Component
2. Inspection of Services - Cost Reimbursement (FAR 52.246-5)	CPFF-LOE and Completion Components

**E.3 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)
(FAR 52.246-11) (MAR 2001)**

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
[✓]	<i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below
<hr/>				
[]				
<hr/>				
[]				

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

<u>Documentation</u>	<u>Specifications</u>
[✓] Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]
[] Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R)</u> [dated 03/20/01]
[] Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
[] Other Equivalent:	

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
[✓] Quality Management Plan	<u>EPA Requirements for Quality Management Plans</u>	Award of contract

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		<u>(QA/R-2)</u> [dated 03/20/01]	
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[]	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/02]	Award of contract
<hr/>			
[]	Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
<hr/>			
[✓]	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
<hr/>			
[]	Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
<hr/>			
[]	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
<hr/>			
[✓]	<u>Other Equivalent: All Relevant SOP's</u>	<u>EPA QA/G6, Guidance for Preparation of SOP's</u>	Award of contract
<hr/>			

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

E.4 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency
Research Triangle Park, NC 27711

E.5 ACCEPTANCE OF SYSTEM PERFORMANCE (GSA T007) (JUL 1994)

(a) General: All items of equipment or services provided under this contract or in support of this contract shall be subject to acceptance in conformity with the standards of performance contained in the Contractor's performance and functional test plans, as approved by the Government and in conformity with the requirements of Section C. The provisions of this clause apply also to all replacement, substitute equipment/services, and equipment added and/or modified during the contract period. All applicable standards must be met.

(b) Acceptance Testing: Acceptance shall be deemed to have occurred only after an item of equipment/system(s)/services has met the agreed to standards of operational performance (see paragraph (a) above) for a period of thirty (30) consecutive calendar days beginning the day after cutover. If the system(s) (services and/or equipment) does not meet the standard of performance during the initial 30 consecutive day period, the acceptance testing period shall continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive days. If the system(s) (services and/or equipment) fails to meet the standards of performance after ____ calendar days have elapsed from cutover, the Government may, at its option, request a replacement or terminate the contract and request the immediate removal of the system(s) (services and/or equipment) from Government-owned or leased premises.

(c) Date of Acceptance: Lease, LWOP, and LTOP charges shall apply beginning on the first day of the successful performance period. The warranty period for equipment shall commence on the first day of the successful performance period.

(d) Delay of 30-Day Performance Test Period: The Government may delay the start of the performance period for a maximum period of 30 consecutive days at no additional cost to the Government.

(e) Definition of Acceptance: The term "acceptance" in the "Responsibility for Supplies" clause of E.1 and the term "accepted" in Clause E.5 are deemed to mean the same as the term "acceptance" as used in the preceding paragraph (b).

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

F.2 SECTION F - CLAUSE APPLICABILITY

The list below identifies which clauses in Section F only apply to a specific component of the contract:

<u>CLAUSE TITLE</u>	<u>CONTRACT COMPONENT</u>
1. Stop Work Order (FAR 52.242-15)	FFP Component
2. Stop Work Alternate I (FAR 52.242-15 ALT I)	CPFF-LOE and CPFF Completion Components

F.3 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identifying the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of February 28, 2003.

F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from the effective date

of the contract through July 29, 2004 inclusive of all required reports.

F.6 PLACE OF CONTRACT PERFORMANCE (RTP-F-1)

Performance in or use of government facilities by the contractor is not authorized under this contract without the approval of the Contracting Officer. This approval will be in the form of a modification to the contract.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 SECTION G - CLAUSE APPLICABILITY**

The list below identifies which clauses in Section G only apply to a specific component of the contract:

<u>CLAUSE TITLE</u>	<u>CONTRACT COMPONENT</u>
1. Payment of Fee (EPAAR 1552.216-74)	CPFF-LOE Component
2. Payment of Fee (Continuous Severable Services Portion)	CPFF-Completion Component
3. Indirect Costs (EPAAR 1552.242-70)	CPFF-LOE and CPFF Completion Components

G.2 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

G.3 PAYMENT OF FEE (CONTINUOUS SEVERABLE SERVICES PORTION)

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of work completed. Work completed is the ratio of tasks performed to tasks set forth in the continuous severable services portion of the Statement of Work for a stated period of performance.

G.4 SUBCONTRACTING PROGRAM FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (EP 52.219-105) (APR 1984)

The subcontracting plan submitted by the Contractor and approved by the Contracting Officer for this requirement is incorporated as Attachment

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G.5 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460
1 copy	Mr. Jerry Dodson U.S. EPA Contracts Management Division, (MD-33) Research Triangle Park, NC 27711

G.6 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 25 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule

identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.7 FAR CONTRACT RESERVES (EP 52.232-130) (AUG 1991)

The Contracting Officer has determined that a reserve is necessary for this contract to protect the Government's interest. The amount of the reserve shall not exceed fifteen percent (15%) of the negotiated fee or \$100,000, whichever is less. After payment of 85% of the fixed fee on a cost-plus-fixed-fee contract or 85% of the base fee on a cost-plus-award-fee contract, further payment of such fee shall be withheld until this reserve is established.

G.8 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information

requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.9 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.

Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period

Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.10 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.11 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

G.12 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the work

assignments.

G.13 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

Only the equipment from Attachment 4 entitled "Government Furnished Property" which is needed to replace/upgrade existing network monitoring equipment.

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

See Attachment 4 for Government furnished property. Also note Attachment 5 entitled "Government Furnished Property "As Is." Please refer to FAR 52.245-19 "Government Property Furnished "As Is" incorporated by reference into Section I for additional information relating to "As Is" property.

The Contractor shall furnish equipment for the fixed price analytical and laboratory services portion of the SOW. This shall include any replacement or upgrade equipment that is subsequently needed. Replacement/Upgrade equipment to be used in the performance of the analytical and laboratory services portion of the SOW shall not be charged as a direct cost to the contract.

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency Property Administration Requirements (PAR)

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA,

relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a

subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as ``a group of interacting items functioning as a complex whole,' ' the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to:	EPA CO
1 copy:	DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO,

withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number;
 Description;
 Manufacturer;
 Model;
 Serial Number;
 Acquisition Date;
 Date received;
 Acquisition Cost*;
 Acquisition Document Number;
 Location;
 Contract Number;
 Account Number (if supplied);
 Superfund (Yes/No);
 Inventory Performance Date;
 Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

G.14 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)

The contract property administrator

Defense Contract Management Agency (DCMA)

---To be determined at time of award---

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

G.15 ANNUAL SUMMARY REPORT FORMAT (RTP-G-4)

The EPA form, "Report of Government-Owned/Contractor-Held Property" can be found on the internet at: http://www.epa.gov/oam/rtp_cmd under the heading "Forms."

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in

connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in

connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer

and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,
- Compliance with Labor Standards,
- Compliance with Safety Standards, and
- Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of

contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).
- (3) Concur with or revise the project officer's ratings after consultation with the project officer;
- (4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and
- (5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

- (1) Review the Report;
- (2) Provide a response (if any) to the contracting officer on company letter head or electronically;
- (3) Complete contractor representation information; and
- (4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments,

rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.6 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
Option Period I	07/30/04	07/29/05
Option Period II	07/30/05	07/29/06
Option Period III	07/30/06	07/29/07
Option Period IV	07/30/07	07/29/08

LEVEL OF EFFORT PORTION

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort (Direct Labor Hrs)
Option Period I	11,520
Option Period II	11,520
Option Period III	11,520
Option Period IV	11,520

(c) The Level of Effort portion of the "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

Option Period	Estimated Cost	Fixed Fee	Total
Option period I	\$ _____	\$ _____	\$ _____
Option period II	\$ _____	\$ _____	\$ _____
Option period III	\$ _____	\$ _____	\$ _____
Option period IV	\$ _____	\$ _____	\$ _____

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

CONTINUOUS SEVERABLE SERVICES

(e) If the Government requires continued performance of the Services described in the continuous severable services portion of the Statement of work, the following will apply.

(f) The Continuous Severable Services p of the "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

Option Period	Estimated Cost	Fixed Fee	Total
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Option period I	\$ _____	\$ _____	\$ _____
Option period II	\$ _____	\$ _____	\$ _____
Option period III	\$ _____	\$ _____	\$ _____
Option period IV	\$ _____	\$ _____	\$ _____

(g) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

FIXED PRICE PORTION

(h) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

<u>Option Period</u>	<u>Monthly Fixed Price</u>	<u>Total Fixed Price</u>
Option period I	\$ _____	\$ _____
Option period II	\$ _____	\$ _____
Option period III	\$ _____	\$ _____
Option period IV	\$ _____	\$ _____

H.7 OPTION FOR INCREASED CONTINUOUS SEVERABLE SERVICES PORTION

By issuing a contract modification, the Government may increase the continuous severable services portion by:

OPTION A - Operating a new Dry Deposition Site Without Local Collaboration

The Government may issue a maximum of six (6) modifications for each contract period of performance to increase the number of dry deposition sites without local collaboration in multiples of one (1) site.

The estimated monthly cost and fixed fee for each site to be added is as follows:

<u>Option Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Base Period	\$ _____	\$ _____	\$ _____
Option period I	\$ _____	\$ _____	\$ _____
Option period II	\$ _____	\$ _____	\$ _____
Option period III	\$ _____	\$ _____	\$ _____
Option period IV	\$ _____	\$ _____	\$ _____

OPTION B - Operating a new Dry Deposition Site With Local Collaboration

The Government may issue a maximum of six (6) modifications for each contract period of performance to increase the number of dry deposition sites with local collaboration in multiples of one (1) site.

The estimated monthly cost and fixed fee for each site to be added is as follows:

<u>Option Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Base Period	\$ _____	\$ _____	\$ _____
Option period I	\$ _____	\$ _____	\$ _____
Option period II	\$ _____	\$ _____	\$ _____
Option period III	\$ _____	\$ _____	\$ _____
Option period IV	\$ _____	\$ _____	\$ _____

H.8 MENTOR-PROTEGE PROGRAM (EPAAR 1552.219-70) (OCT 2000)

(a) The Contractor has been approved to participate in the EPA Mentor-Protege program. The purpose of the Program is to increase the participation of small disadvantaged businesses (SDBs) as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship with SDB's and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of SDBs which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of SDBs; and to aid in the achievement of goals for the use of SDBs in subcontracting activities under EPA contracts.

(b) The Contractor shall submit an executed Mentor-Protege agreement to the contracting officer, with a copy to the Office of Small and Disadvantaged Business Utilization or the Small Business Specialist, within thirty (30) calendar days after the effective date of the contract. The contracting officer will notify the Contractor within thirty (30) calendar days from its submission if the agreement is not accepted.

(c) The Contractor as a Mentor under the Program agrees to fulfill the terms of its agreement(s) with the Protege firm(s).

(d) If the Contractor or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement, the Contractor shall promptly give notice of the suspension or debarment to the Office of Small and Disadvantaged Business Utilization and the contracting officer.

(e) Costs incurred by the Contractor in fulfilling their agreement(s) with the Protege firm(s) are not reimbursable on a direct basis under this contract.

(f) In an attachment to Standard Form 294, Subcontracts Report for Individual Contracts, the Contractor shall report on the progress made under their Mentor-Protege agreement(s), providing:

(1) The number of agreements in effect; and

(2) The progress in achieving the developmental assistance objectives under each agreement, including whether the objectives of the agreement have been met, problem areas encountered, and any other appropriate information.

H.9 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)

(a) In accordance with FAR 19.1202-4(a) and EPAAR 52.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor Targets	NAICS Major Group	Dollars	Percentage of Total Contract Value
Total Prime Contractor Targets (Including joint venture partners)			
Total Subcontractor Targets			

(b) The following specifically identified SDB(s) was (were) considered under the Section M-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

H.10 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.11 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.12 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.13 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H.14 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a)(1) of EPAAR 1552.228-70, "Insurance Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.15 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.16 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of

these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.17 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI

only for the purposes of carrying out the work required by the contract; (iii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.18 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the

work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.19 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.20 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.21 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager
Project QA Supervisor
Laboratory QA Manager

Database QA Manager
 Field QA Manager
 Field Operations Manager
 Property Control Manager
 Data Operations Manager
 Data Analysis and Interpretation
 Subcontractor Project Manager

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.22 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.23 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within ten (10) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within twenty (20) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.24 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H.25 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.26 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (RTP-H-2)

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, placemarkers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that

they are not EPA employees.

H.27 EPA SPONSORED MEETINGS, WORKSHOPS, CONFERENCES (RTP-H-4)

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. (FPMR 101-17.104-4). The EPA Project Officer or Work Assignment Manager will determine and advise contractor as to the availability of Federal facilities.

Except for contractor, experts, consultants, subcontractor, or other personnel necessary for performance of the work called for by this contract, the cost of travel, subsistence, lodging, etc. for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Project Officer.

Light refreshments for Agency-sponsored conferences are allowed for Federal attendees only, provided at least 50% of the Federal attendees are in a travel status. (Light refreshments are defined as coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins.)

The cost of any beverages, food, or refreshments shall not be an allowable charge under this contract if for other than an Agency-sponsored conference, for other than Federal attendees, and/or where 50% of the Federal attendees are not in travel status.

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

H.28 APPLICATION OF RIGHTS IN DATA--SPECIAL WORKS CLAUSE (RTP-H-5)

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments which are included in the examples set forth in FAR 27.405(a) and also to other work assignments specifically identified by the Contracting Officer.

H.29 IDENTIFICATION OF SUBCONTRACTORS (RTP-H-8)

(a) The purpose of this clause is to identify the subcontractors in the Contractor's proposal which resulted in award of this contract.

(b) Notwithstanding the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)", it is hereby agreed to and understood that the following "team subcontractors" will perform the work under this contract as outlined in the Contractor's technical proposal incorporated in Section C of this contract:

	Estimated Amount of
Subcontractor	Total Potential Subcontract

(c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Contractor's technical proposal which resulted in award of this contract shall be approved in advance of the substitution in writing by the Contracting Officer. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, information required by the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.

(d) This clause is not intended to grant consent to the above subcontracts. Subcontract consent will be granted in accordance with EPA procedures and the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)".

H.30 SUBCONTRACTOR - KEY PERSONNEL (RTP-H-9)

(a) The Contractor's proposal which resulted in award of this contract indicated that a portion(s) of the work hereunder would be performed under a subcontract(s). As a part of this proposal, certain subcontractor key personnel were identified. It is hereby agreed and understood that the following subcontracts shall contain a provision which requires the following key personnel:

Subcontractor	Key Personnel	Title
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--To be completed at Award--

(b) It is further agreed and understood that the subcontract(s) listed above will contain the following provisions:

(1) during the first ninety (90) calendar days of performance the subcontractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment;

(2) the subcontractor shall notify the Contractor within 15 calendar days after the occurrence of any of the events in paragraph (1) above, and provide the information required by paragraph (4) below;

(3) after the initial ninety (90) day period, the subcontractor shall submit the information required by paragraph (4) to the Contractor at least 15 calendar days prior to making any permanent substitutions;

(4) the subcontractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contractor. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

(c) If a substitution in key personnel is considered appropriate by the Contractor, the Contractor shall issue a modification to the subcontract. Prior to any such modification, the Contractor shall obtain the written consent of the Contracting Officer.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-15	DEC 1998	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.216-8	MAR 1997	FIXED FEE
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- DISADVANTAGED STATUS AND REPORTING
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED

		VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-1	JUN 2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE I (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE V (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.232-25	FEB 2002	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 SECTION I - CALUSE APPLICABILITY

The list below identifies which clauses in Section I only apply to a specific component of the contract:

<u>CLAUSE TITLE</u>	<u>CONTRACT COMPONENT</u>
1. Allowable Cost and Payment (FAR 52.216-7)	FFP Component
2. Fair Labor Standard Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (FAR 52.222-43)	FFP Component
3. Federal, State, and Local Taxes (FAR 52.229-3)	FFP Component
4. Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (FAR 52.229-5)	FFP Component
5. Payments (FAR 52.232-1)	FFP Component
6. Discounts for Prompt Payment (FAR 52.232-8)	FFP Component
7. Limitation of Cost (FAR 52.232-20)	CPFF Components
8. Limitation of Funds (FAR 52.232-22)	CPFF-LOE Component
9. Prompt Payment (FAR 52.232-25)	FFP Component
10. Prompt Payment Alternate I (FAR 52.232-25 ALT I)	CPFF Components
11. Protest After Award (FAR 52.233-3)	FFP Component
12. Protest After Award Alternate I (FAR 52.233-3 ALT I)	CPFF Components
13. Notice of Intent to Disallow Costs (FAR 52.241-1)	CPFF Components
14. Penalties for Unallowable Costs (FAR 52.242-3)	CPFF Components
15. Certification of Final Indirect Costs (FAR 52.242-4)	CPFF Components
16. Changes - Fixed Price Alternate I (FAR 52.243-1 Alt. I)	FFP Component
17. Changes - Cost Reimbursement Alternate I (FAR 52.243-2 Alt I)	CPFF Components
18. Termination for Convenience of the Government (Fixed Price) (FAR 52.249-2)	FFP Component
19. Termination (Cost-Reimbursement)	

- | | |
|---|-----------------|
| (FAR 52.249-6) | CPFF Components |
| 20. Default (Fixed-Price Supply and Service) (FAR 52.249-8) | FFP Component |
| 21. Excusable Delays (FAR 52.249-14) | CPFF Components |

I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.4 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.5 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997) ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

1. Salary/Payroll Data to support proposed labor rates.
2. Latest Provisional/billing indirect cost rate approval from offeror's cognizant auditor to support proposed indirect cost rates.
3. Basis for derivation of other direct costs.
4. Budgetary forecasts for proposed indirect rates.

I.6 ALLOWABLE COST AND PAYMENT (FAR 52.216-7) (DEC 2002) DEVIATION

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and Contractor shall establish the final indirect cost rates as promptly as

practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this

contract, the Government shall promptly pay any balance of allowable costs and that part of the fee(if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I.7 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (MAY 2001) ALTERNATE I (OCT 1998)

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of ten (10) percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the

adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.8 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.9 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage-Fringe Benefits	
Shipping/Receiving Clerks	\$10.59	+ 26%
Clerical (Word Processor, Typist, Administrative Assistants, etc.)	\$ 9.42	+ 26%
Environmental technicians	\$15.13	+ 26%

I.10 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

(a) *Definitions.* As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

I.11 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998)

(a) *Definitions.* As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract

shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

I.12 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.13 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2002)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.14 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if

any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that

such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk

of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.15 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first -tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany

each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.16 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

--

[Insert one or more Internet addresses]

I.17 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
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1	STATEMENT OF WORK
2	REPORTS OF WORK
3	INVOICE PREPARATION INSTRUCTIONS
4	GOVERNMENT FURNISHED PROPERTY
5	GOVERNMENT PROPERTY FURNISHED "AS IS"
6	DOL WAGE DETERMINATIONS
7	CASTNET PERFORMANCE STANDARDS FOR FIRM FIXED PRICE PORTION ENTITLED "ANALYTICAL AND LABORATORY SERVICES"
8	ANNUAL GOVERNMENT PROPERTY REPORT FORM
9	PAST PERFORMANCE INFORMATION
10	CLIENT AUTHORIZATION LETTER
11	SUBCONTACTING PLAN OUTLINE

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in

paragraph (a) of this provision.

[] Name and TIN of common parent:

Name _____

TIN _____

K.4 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is, [] is not a women-owned business concern.

K.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY

OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

K.7 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541620.

(2) The small business size standard is \$6 million in average annual sales over the last three years.

(3) The small business size standard for a concern which submits an

offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is [] is, [] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small

disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of

race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.12 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the

following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.13 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (FAR 52.226-2) (MAR 2001)

(a) Definitions. As used in this provision--

Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education as defined in Section 316(b) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--
 __is __is not a Historically Black College or University;
 __is __is not a Minority Institution.

K.14 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of

limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states *[offeror check appropriate block]--*

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.15 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c) (5) or 9903.201-2(c) (6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as

a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

--

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting

practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.16 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
- ☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
- ☐ Asian or Pacific Islander.
- ☐ Black or African American.
- ☐ White.

K.17 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.18 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.19 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations,
Certifications and other statements are accurate and complete.

Signature:_____

Title :_____

Date :_____

K.20 CONGRESSIONAL DISTRICT/DUN AND BRADSTREET NUMBER (RTP-K-1)

A. Congressional district for offeror's place of business (as noted on the
SF1411):

Congressional district for offeror's place(s) of performance:

B. Dun and Bradstreet Number: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	FEB 2000	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.219-24	OCT 2000	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- TARGETS
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES

L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of single contract containing the following:

a. Cost-Plus-Fixed-Fee completion portion to cover the requirements for the Base Program and Option A and B requirements (SOW Sections 3 and 4).

b. Cost-Plus-Fixed-Fee Level of Effort portion to cover the requirements for the Level-of Effort requirements contract with a fixed price component resulting from this solicitation (SOW Section 6).

c. Firm Fixed Price portion to cover the Analytical and Laboratory Services requirements (SOW Section 5).

L.5 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Dan M. Neustedter

Hand-Carried Address:

Environmental Protection Agency
4930 Old Page Road
Research Triangle Park, NC 27709

Mailing Address:

Environmental Protection Agency
RTP Procurement Operations Division (D143-01)
Research Triangle Park, NC 27711

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

(a) *Definitions.* As used in the provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x40 divided by 45=\$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated

overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

--

[Insert one or more Internet addresses]

L.8 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

L.9 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential

conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.10 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of July 30, 2003 and that the required effort will be uniformly incurred throughout the contract period.

L.11 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72) (AUG 1999)

(a) Other than cost proposal instructions.

(1) Submit proposal for than cost factors as a separate part of the total proposal package. Omit all cost or pricing details from this proposal.

(2) Special proposal instructions:

See Section E Clause entitled "Higher-Level Contract Quality Requirement (Government Specification)"

See Section M - Evaluation Criteria and the L Provision entitled "Past Performance Information"

The technical proposal shall be organized in accordance with the Technical Evaluation Criteria

Offerors are encourage to submit a proposal that does not exceed two-hundred (200) total pages in length.

(b) Cost or pricing proposal instructions. The offeror shall prepare and submit cost or pricing information data and supporting attachments in accordance with Table 15-2 of FAR 15.408. In addition to a hard copy of the information, to expedite review of the proposal, submit a 3.5" high density IBM-compatible formatted computer disk containing the financial data required, if this information is available using a commercial spreadsheet program on a personal computer. Submit this information using LOTUS 1-2-3, if available. Identify which version of LOTUS used. If the offeror used another spreadsheet program, indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of a computer disk will expedite review, failure to submit a disk will not affect consideration of the proposal.

(1) General--Submit cost or pricing information prepared in accordance with FAR Table 15-2, Instructions for Submitting Cost/Price Proposals When Cost or Pricing Information Are Required and the following:

(i) Clearly identify separate cost or pricing information associated with any:

(A) Options to extend the term of the contract;

(B) Options for the Government to order incremental quantities;

and/or

(C) Major tasks, if required by the special instructions.

(ii) If the contract schedule includes a "Fixed Rate for Services" clause, please provide in the cost proposal a schedule duplicating the format in the clause and include proposed fixed hourly rates per labor category for the base and any optional contract periods.

(iii) If the contract includes the clause at EPAAR 1552.232-73 "Payments--Fixed-Rate Services Contract," or the clause at FAR 52.232-7, "Payments Under Time and Materials and Labor-Hour Contracts," include in the cost proposal the estimated costs and burden rate to be applied to materials, other direct costs, or subcontracts. The Government will include these costs as part of its cost proposal evaluation.

(iv) If other divisions, subsidiaries, a parent or affiliated companies will perform work, provide the name and location of such affiliate and offeror's intercompany pricing policy. Separately identify costs and supporting data for each entity proposed.

(v) The realism of costs, including personnel compensation rates (including effective hourly rates due to uncompensated overtime) will be part of the proposal evaluation. Any reductions to proposed costs or differences between proposed and known EPA/DCAA recommended rates must be fully explained. If an offeror makes a reduction which makes its offer or portions of its offer below anticipated costs, the offeror shall identify where (i.e., which elements of costs) the proposed reductions will be made. Unsubstantiated rates may result in an upward or downward adjustment of the cost proposals to reflect more realistic costs. Based on this analysis, a projected cost for the offeror will be calculated to reflect the Government's estimate of the offeror's probable costs. Any inconsistency, whether real or apparent, between the promised performance and cost or price should be explained. The burden of proof for cost credibility rests with the offeror.

(2) Direct Labor.

(i) The direct technical labor hours (level-of-effort) appearing in the solicitation are for professional and technical labor only. These hours do not include management at a level higher than project management, e.g., corporate and day-to-day management, nor do they include clerical and support staff at a level lower than technician. If it is the offeror's normal practice to charge these types of costs as direct costs, include these costs along with an estimate of the directly chargeable labor-hours for these personnel. These direct charges are to be shown separately from the technical (level-of-effort) effort. If this type of effort is normally included in the offeror's indirect cost allocations, no estimate is required. However, direct charging of these on any resulting contract will not be allowed. Additionally the direct technical labor hours are the workable hours required by the Government and do not include release time (i.e., holidays, vacation, etc.) Submit the proposal utilizing the labor categories and distribution of the level-of-effort specified in the solicitation. These are approximate distribution levels and do not necessarily represent the actual levels which may be experienced during contract performance.

(ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should

describe how technical approach coincides with the proposed costs. If the proposed direct labor rates are based on an average of the individuals proposed to work on the contract, provide a list of the individuals proposed and the hours associated with each individual in deriving the rates. If the proposed direct labor rates are based on an average of company category rates, identify and describe the labor categories and the percentages associated with each category in deriving the rates, explaining in detail the basis for the percentages assigned.

(iii) Describe for each labor category proposed, the company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.

(iv) Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.

(v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

(vi) State whether any additional direct labor (new hire or temporary hires) will be required during the performance period of this acquisition. If so, state the number required, the professional or technical level and the methodology used to estimate proposed labor rates.

(vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

(A) Individual's name;

(B) Annual salary and the period for which the salary is applicable;

(C) List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and

(D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(viii) Uncompensated overtime. The decision to propose uncompensated overtime is the offeror's decision. Should the offeror, however, elect to propose uncompensated overtime, the offeror must propose a methodology that is consistent with their cost accounting practices and company policy. If proposed, provide an estimate of any uncompensated overtime proposed for exempt personnel working at the offeror's facilities. This estimate should identify the number of uncompensated labor hours and the percentage of compensated labor. Uncompensated labor hours are defined as hours for exempt personnel in excess of regular hours for a pay period which are actually worked and recorded in accordance with company policy. Provide a copy of the company policy on uncompensated overtime. Provide

historical percentages of uncompensated overtime for the past three years. If proposed for subcontractors, provide separately with subcontractor information.

(ix) For labor rate contracts, for each fixed labor rate, offerors shall identify the basis for the loaded fixed hourly rate for each contract period for example, the rate might consist of the following cost elements: raw wage or salary rate, plus fringe benefits (if applicable), plus overhead rate (if applicable), plus G&A expense rate (if applicable), plus profit. When determining the composite raw wage for a labor category, the offeror shall:

(A) provide in narrative form the basis for the raw wage for each labor category. If actual wages of current employees are used, the basis for the projections should be explained.

(B) If employees are subject to the Service Contract Act or Davis Bacon Act, they must be compensated at least at the minimum wage rate required by the applicable Wage Determination.

(3) Indirect costs (fringe, overhead, general, and administrative expenses).

(i) If the rates have been recently approved, include a copy of the rate agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.

(ii) Submit supporting documentation for rates which have not been approved or audited. Indicate whether computations are based upon historical or projected data.

(iii) Provide actual pool expenses, base dollars, or hours (as applicable for the past five years). Include the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates experienced and, if available, the final negotiated rate. Indicate the amount of unallowable costs included in the historical data.

(iv) Offerors who propose indirect rates for new or substantially reorganized cost centers should consider offering to accept ceilings on the indirect rates at the proposed rates. Similarly, offerors whose subcontractors propose indirect rates for new or substantially reorganized cost centers should likewise consider offering to accept ceilings on the subcontractors' indirect rates at the proposed rates.

Note to paragraph (b) (3) (iv): The Government reserves the right to adjust an offeror's or its subcontractor's estimated indirect costs for evaluation purposes based on the **Agency's** judgment of the most probable costs up to the amount of any stated ceiling.

(v) If the employees are subject to the Service Contract Act or Davis Bacon Act, employees must receive the minimum level of benefits stated in the applicable Wage Determination.

(4) Travel expense.

(i) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect costs and fee.

(ii) If the solicitation does not specify the amount of travel costs, attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destinations from and to, purpose and cost, e.g., mileage, transportation costs, subsistence rates.

(5) Equipment, facilities and special equipment, including tooling.

(i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items, including estimated usage hours, rates, and total costs.

(ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)

(iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government **agency** which has cognizance over the property.

(iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(v) If special purposes facilities or equipment are being proposed, provide a description of these items, details for the proposed costs including competitive prices, and justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

(vi) If fabrication by the prime contractor is contemplated, include details of material, labor, and overhead.

(6) Other Direct Costs (ODC).

(i) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.

(ii) If the amount is not specified in the solicitation, attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under the accounting system would be a direct charge on any resulting contract.

(iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided.

(iv) Provide historical other direct costs dollars per level of effort hour on similar contracts or work assignments.

(7) Team Subcontracts. When the cost of a subcontract is substantial (5 percent of the total estimated contract dollar value or \$100,000, whichever is less), the offeror shall include the following subcontractor information:

(i) Provide details of subcontract costs in the same format as the prime contractor's costs. This detailed information may be provided separately to the EPA if the subcontractor does not wish to provide this

data to the prime contractor. Cost data provided separately by a contractor must be received by the time, date and at the location specified for the receipt of proposals. The subcontractor's package should be clearly marked with the RFP number, the name of the prime offeror, and a statement that the package is subcontractor data relevant to the proposal from the prime offeror. If submitted with the prime contractor's proposal, identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate. Offerors are encouraged to provide letters of intent, signed by subcontractors, agreeing to a specified rate for life of the contract. Include a cost or price analysis of the subcontractor cost showing the reasons why the costs are considered reasonable;

(ii) Describe how the prospective team subcontractors were chosen as part of the offeror's proposed team; and rationale for selection;

(iii) Describe the necessity for the subcontractor's effort as either a supplement or complement to the offeror's in-house expertise;

(iv) Identify the areas of the scope of work and the level of effort the subcontractors are anticipated to perform. Provide a reconciliation summary of the proposed hours and ODCs for the prime contractor and proposed subcontractor(s).

(v) Describe the prime contractor's management structure and internal controls to ensure efficient and quality performance of team subcontractors.

(8) Facilities Capital Cost of Money (FCCM). When an offeror elects to claim FCCM as an allowable cost, the offeror must submit Form CASB-CNF and show calculation of the proposed amount. FCCM will be an allowable cost under the contemplated contract, if the criteria for allowability at FAR 31.205-10(a)(2) are met.

L.12 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-73) (AUG 1999)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA and to whom and where it was submitted or update all outdated information on file.

(a) Contractor's Name:-----

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(c) Telephone Number:-----

(d) Individual(s) to contact re this proposal:-----

(e) Cognizant Government:

Audit

Agency:-----

Address:-----

Auditor:-----

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and subcontracts	\$	_____
Government fixed-price prime contracts and subcontracts ...	\$	_____
Commercial Sales.....	\$	_____
Total Sales.....	\$	_____

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year.....	\$	_____
Total Sales for Second Preceding Fiscal Year.....	\$	_____

(g) Is company a separate rate entity or division?..

Yes _____
No _____

If a division or subsidiary corporation, name parent company:

(h) Date Company Organized:-----

(i) Manpower:

Total Employees:-----

Direct:-----

Indirect:-----

Standard Work Week (Hours):-----

(j) Commercial Products:-----

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

Standard	Estimated/ actual cost	cost

Estimating System:		
Job Order.....	_____	_____
Process.....	_____	_____
Accumulating System:		

Job Order.....
Process.....

Has your cost estimating system been approved by any Government
agency?
Yes _____ No _____

If yes, give name, date or approval, and location of **agency**:

Has your cost accumulation system been approved by any Government
agency?
Yes _____ No _____

If yes, give name, date of approval, and address of **agency**:

(m) What is your fiscal year period? (Give month-to-month dates):

What were the indirect cost rates for your last completed fiscal year?

of	Fiscal year	Indirect	Basis
allocation		cost rate	

_____ Fringe Benefits.....	_____
_____ Overhead.....	_____
_____ G&A Expense.....	_____
_____ Other.....	_____

(n) Have the proposed indirect cost rate(s) been evaluated and accepted
by any Government **agency**?
Yes _____ No _____

If yes, give name, date of approval, and location of the Government
agency:

Date of last preaward audit review by a Government **agency**:

If the answer is no, data supporting the proposed rates must accompany

the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.

(o) Cost estimating is performed by:

Accounting
Department-----

Contracting
Department-----

Other
(describe)-----

(p) Has system of control of Government property been approved by a Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and location of the Government **agency**:

(q) Purchasing System: FAR 44.302 requires EPA, where it is the cognizant Government **agency**, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$25 million (annual billings) during the next twelve months. The \$25 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government **agency**?

Yes _____ No _____

If yes, name and location of the Government **agency**:

Period of
Approval:-----

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$25 million threshold?

Yes _____ No _____

If you responded yes to the \$25 million threshold question, is EPA the cognizant **agency** for your organization based on the preponderance of Government contract dollars?

Yes _____ No _____

If EPA is not your cognizant Government **agency**, provide the name and location of the cognizant **agency** _____

Are your purchasing policies and procedures written?

Yes _____ No _____

(r) Does your firm have an established written incentive compensation or

bonus plan?

Yes _____ No _____

(s) Additionally, offerors shall submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

L.13 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least five (5) contracts and subcontracts completed in the last three (3) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for

products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.14 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than ten (10) calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.15 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.16 DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)

Offerors shall use the following labor classifications in preparing their technical and cost proposals.

(a) Definition of labor classifications. The direct labor hours appearing below are for professional and technical labor only. These hours do not include management at a level higher than the project management and clerical support staff at a level lower than technician. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable man-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed. Additionally, the hours below are the workable hours required by the Government and do not include release time (i.e., holiday, vacation, etc.).

(b) Distribution of level of effort. Submit your proposal utilizing the labor categories and distribution of the level of effort specified below:

(This only applies to the Level of Effort portion of the SOW)

Base Period

Classification	Hours
PL-4	640
PL-3	1,280
PL-2	1,280
PL-1	1,280
TL-3	4,480
TL-2	1,280
TL-1	1,280

Option Period I

Classification	Hours
PL-4	640
PL-3	1,280
PL-2	1,280
PL-1	1,280
TL-3	4,480
TL-2	1,280
TL-1	1,280

Option Period II

Classification	Hours
PL-4	640
PL-3	1,280
PL-2	1,280
PL-1	1,280
TL-3	4,480
TL-2	1,280
TL-1	1,280

Option Period III

Classification	Hours
PL-4	640
PL-3	1,280
PL-2	1,280
PL-1	1,280
TL-3	4,480
TL-2	1,280
TL-1	1,280

Option Period IV

Classification	Hours
PL-4	640
PL-3	1,280
PL-2	1,280
PL-1	1,280
TL-3	4,480
TL-2	1,280
TL-1	1,280

(c) When identifying individuals assigned to the project, specify in which of the above categories the identified individual belongs. If your company proposes an average rate for a company classification, identify the professional or technical level within which each company category falls.

DEFINITION OF LABOR CLASSIFICATIONS

Offerors shall use the following labor classifications in preparing their technical and cost proposals:

PROFESSIONAL

(1) Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for unreviewed action.

Typical Title: Project Leader, Chief Engineer
Normal Qualifications: Ph.D. Degree or equivalent; and
Experience: 10 years or more

(2) Level 3 - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods, design or equipment where necessary. Operates with same latitude for unreviewed action or decision.

Typical Title: Project Engineer, Group Leader
Normal Qualifications: Masters Degree or equivalent; and
Experience: 6-12 years

(3) Level 2 - Under supervision of a senior or project leader, carries out assignments associated with projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity.

Typical Title: Engineer, Analyst
Normal Qualifications: B.S. Degree or equivalent; and
Experience: 3-8 years

(4) Level 1 - Lowest or entering classification. Works under close supervision of senior or project leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: Junior, Associate
Normal Qualifications: B.S. Degree or equivalent; and
Experience: 0-3 years

Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

TECHNICIAN

(1) Level 3 - Performs nonroutine and complex assignments. Works under general supervision of a scientist or engineer. Performs experiments or tests which may require nonstandard procedures and complex instrumentation. Records, computes and analyzes test data prepares test reports. May supervise lower level technicians.

Typical Title: Senior Technician
Experience: 6 years or more

(2) Level 2 - Performs assignments that are normally standardized. Operates testing or processing equipment of moderate complexity. May construct components or subassemblies of prototype models. May troubleshoot malfunctioning equipment and make simple repairs. Extracts and processes test data.

Typical Title: Technician
Experience: 2-6 years

(3) Level 1 - Performs simple and routine tasks or tests under close supervision. Records test data and may prepare simple charts or graphs. Performs routine maintenance and may install or set up test equipment.

Typical Title: Junior Technicians, Technician Trainee Experience: 0-2 years

Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

L.17 EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)

For evaluation purposes, offerors shall propose the following amounts:

For proposal purposes, offerors should assume that 4 of the meetings and conferences referenced in Section 3.4.2 of the Statement of Work will be in Washington, DC and 4 of the meetings/conferences will be on the west coast.

Estimated cost of capital equipment (this figure does not include field supplies):

Base Period - \$120,000
 Option Period I - \$123,600
 Option Period II - \$127,308
 Option Period III - \$131,127
 Option Period IV - \$135,061

Estimated cost of land leases per year - \$43,080 (does not need an escalation factor applied per year)

Estimated cost of utilities for the sites per year - \$32,000 (does not need an escalation factor applied per year).

L.18 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EPAAR 1552.219-71) (OCT 2000)

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of the Program is to increase the participation of concerns owned and/or controlled by socially and economically disadvantaged individuals as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship between these concerns and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of these concerns, which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of these concerns; and to aid in the achievement of goals for the use of these concerns in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program they shall serve as a Mentor to a Protege firm(s), providing developmental assistance in accordance with an agreement with the Protege firm(s).

(b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h) of this section.

(c) A Protege must be a concern owned and/or controlled by socially and economically disadvantaged individuals within the meaning of section 8(a)(5) and (6) of the Small Business Act (15 U.S.C. 673(a)(5) and (6)), including historically black colleges and universities. Further, in accordance with Public Law 102-389 (the 1993 Appropriation Act), for EPA's contracting purposes, economically and socially disadvantaged individuals shall be deemed to include women.

(d) Where there may be a concern regarding the Protege firm's eligibility to participate in the program, the protege's eligibility will be determined by the contracting officer after the SBA has completed any formal determinations.

(e) The offeror shall submit an application in accordance with paragraph (k) of this section as part of its proposal which shall include as a minimum

the following information.

(1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal contracts;

(2) A summary of the offeror's historical and recent activities and accomplishments under any disadvantaged subcontracting programs. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a Mentor firm;

(3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);

(4) The total dollar amount and percentage of subcontract awards made to all concerns owned and/or controlled by disadvantaged individuals under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;

(5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).

(f) In addition to the information required by paragraph (e) of this section, the offeror shall submit as a part of the application the following information for each proposed Mentor-Protege relationship:

(1) Information on the offeror's ability to provide developmental assistance to the identified Protege firm and how the assistance will potentially increase contracting and subcontracting opportunities for the Protege firm.

(2) A letter of intent indicating that both the Mentor firm and the Protege firm intend to enter into a contractual relationship under which the Protege will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protege agreement. The letter of intent must be signed by both parties and contain the following information:

(i) The name, address and phone number of both parties;

(ii) The Protege firm's business classification, based upon the NAICS code(s) which represents the contemplated supplies or services to be provided by the Protege firm to the Mentor firm;

(iii) A statement that the Protege firm meets the eligibility criteria;

(iv) A preliminary assessment of the developmental needs of the Protege firm and the proposed developmental assistance the Mentor firm envisions providing the Protege. The offeror shall address those needs and how their assistance will enhance the Protege. The offeror shall develop a schedule to assess the needs of the Protege and establish criteria to evaluate the success in the Program;

(v) A statement that if the offeror or Protege firm is suspended or

debarred while performing under an approved Mentor-Protege agreement the offeror shall promptly give notice of the suspension or debarment to the EPA Office of Small Disadvantaged Business Utilization (OSDBU) and the contracting officer. The statement shall require the Protege firm to notify the Contractor if it is suspended or debarred.

(g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in paragraphs (e) and (f) of this section. To the maximum extent possible, the application should be limited to not more than 10 single pages, double spaced. The offeror may identify more than one Protege in its application.

(h) If the offeror is determined to be in the competitive range, or is awarded a contract without discussions, the offeror will be advised by the contracting officer whether their application is approved or rejected. The contracting officer, if necessary, may request additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they shall comply with the clause titled "Mentor-Protege Program."

(i) Subcontracts of \$1,000,000 or less awarded to firms approved as Proteges under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5), and 52.244-5(b). However, price reasonableness must still be determined and the requirements in FAR 44.202-2(a)(8) for cost and price analysis continue to apply.

(j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protege firm(s) are not reimbursable as a direct cost under the contract. Unless EPA is the responsible audit agency under FAR 42.703-1, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.

(k) Submission of Application and Questions Concerning the Program. The application for the Program for Headquarters and Regional procurements shall be submitted to the contracting officer, and to the EPA OSDBU at the following address:

Socioeconomic Business Program Officer,
Office of Small and Disadvantaged Business Utilization,
U.S. Environmental Protection Agency,
Ariel Rios Building (1230A),
1200 Pennsylvania Avenue, NW,
Washington, DC 20460,
Telephone: (202) 564-4322,
Fax: (202) 565-2473.

The application for the Program for RTP procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small Business Program Officer,
RTP Procurement Operations Division (E105-02),
U.S. Environmental Protection Agency,
Research Triangle Park, NC 27711,
Telephone: (919) 541-2249,
Fax: (919) 541-5539.

The application for the Program for Cincinnati procurements shall be

submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small and Disadvantaged Business Utilization Officer,
Cincinnati Procurement Operations Division (CPOD-Norwood),
U.S. Environmental Protection Agency,
26 West Martin Luther King Drive,
Cincinnati, OH 45268,
Telephone: (513) 487-2024
Fax: (513) 487-2004.

L.19 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EPAAR 1552.219-72) (OCT 2000)

(a) Section M of this solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the performance of the contract. The nature of the evaluation of an SDB offeror under this evaluation factor or subfactor is dependent upon whether the SDB concern qualifies for the price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns and whether the SDB concern specifically waives this price evaluation adjustment.

(b) In order to be evaluated under the source selection factor or subfactor, an offeror must provide, with its offer, the following information:

(1) The extent of participation of SDB concerns in the performance of the contract in terms of the value of the total acquisition. Specifically, offerors must provide targets, expressed as dollars and percentages of the total contract value, for SDB participation in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. Total dollar and percentage targets must be provided for SDB participation by the prime contractor, including team members and joint venture partners. In addition, total dollar and percentage targets for SDB participation by subcontractors must be provided and listed separately;

(2) The specific identification of SDB concerns to be involved in the performance of the contract;

(3) The extent of commitment to use SDB concerns in the performance of the contract;

(4) The complexity and variety of the work the SDB concerns are to perform; and

(5) The realism of the proposal to use SDB concerns in the performance of the contract.

(c) An SDB offeror who waives the price evaluation adjustment provided in FAR 52.219-23 shall provide, with their offer, targets, expressed as dollars and percentages of the total contract value, for the work that it intends to perform as the prime contractor in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. All of the offeror's identified targets described in paragraphs (b) and (c) of this clause will be incorporated into and made part of any resulting contract.

L.20 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100)

(FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: 0%

(b) 8(a) Program: Not Applicable

L.21 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

L.22 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.23 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.24 UTILIZATION OF SMALL DISADVANTAGED BUSINESSES AND SMALL BUSINESSES AS SUBCONTRACTORS (RTP-L-1)

The Federal Acquisition Regulation (FAR) 19.702 - SUBCONTRACTING requires that in all negotiated acquisitions which are expected to exceed \$500,000 (\$1,000,000 for construction) and that have subcontracting possibilities the successful offeror must submit an acceptable subcontracting plan utilizing small and disadvantaged businesses unless the offeror is a small business firm. Once subcontracting possibilities are determined, the prime contractor must aggressively seek out small disadvantaged firms and small firms who can be utilized as subcontractors. Negotiations must begin early in the process in order to include these firms

as a part of the total team. Upon determining the area(s) to be subcontracted, the offerors may contact one of the following to obtain information available to EPA on small disadvantaged business and small business sources:

1. Socio-Economic Program Officer
U.S. Environmental Protection Agency
1921 Jefferson Davis Highway
Crystal Mall, Building No. 2
Arlington, Virginia 20460
2. Small Business Specialist
U.S. Environmental Protection Agency
E105-02
Research Triangle Park, N.C. 27711

L.25 SUBMISSION OF COST PROPOSALS (RTP-L-2)

Offerors shall submit cost proposals for each of the following:

- 1) A summary proposal for the entire contract period
- 2) For each contract period:
 - i) a Summary Proposal (assume all options to be exercised)
 - ii) a proposal for the Base Program (completion portion)
 - iii) a proposal for the Base Program Options A and B (Completion portion)
 - iv) a proposal for the Level of Effort portion

Cost shall be allocated in accordance with the requirements of the RFP.

The offeror shall provide cost information on the completion (Base Program and Options A & B) portion and the Level of Effort portion of this effort. The Base Program Options A and B (SOW Section 4) shall be priced to operate each additional site per month. Options A and B can add from one (1) to six (6) new sites under each one of the contracts periods of performance (base period and optional periods I through IV).

Additionally, for the level of effort portion, offerors shall submit a chart outlining the level of effort in hours and associated costs for the Prime Contractor and each team subcontractor (including interdivisional transfers and/or subsidiaries, if any) for the base period of performance and each one of the Optional periods of performance (Options I through IV).

Offerors shall also submit a similar chart outlining travel and ODCs for the prime contractor and each team subcontractor (including interdivisional transfers and/or subsidiaries) for the periods mentioned above.

In addition to the instructions set forth in paragraph (b) of the provision entitled "Instructions for the Preparation of Technical and Cost or Pricing Proposals," offerors shall submit a chart showing each firm's (prime and subcontractors) fully loaded hourly rate for each period. The fully loaded rates should be a computation (total cost divided by total technical hours) based on the end result of your cost proposal.

Offerors shall provide a summary chart of the professional skill mix by the

RFP specified labor categories (Prof. Level 4, Prof. Level 3, etc.) for the prime contractor and each team subcontractor (including interdivisional transfers and/or subsidiaries).

Offerors shall submit the following information regarding indirect costs:

- 1) State the basis of proposed indirect rates;
- 2) If the rates are based upon a written agreement with a Government agency, then the offeror is required to provide a copy of the referenced agreement as an attachment to the cost proposal.
- 3) If the rates have been accepted by a Government agency other than by a written agreement, then the offeror shall state this in the cost proposal and shall provide information as to when and by whom the rates were accepted.

Offerors who prepare proposals by computer should submit a floppy disk of the proposal and supporting cost data (including all rates, factors and formulas) using Lotus 123. The disk should be double sided-double density and compatible with the IBM personal computer.

Proposals should include the results of the Prime Contractor's evaluation of subcontract cost as required by FAR 15.404-3(b)(2).

L.26 PROCUREMENT HISTORY (RTP-L-8)

This requirement is a follow-on to Contract No. 68D98112 with Environmental Science and Engineering Inc., which expires on July 29, 2003.

L.27 EPA'S GOALS FOR SUBCONTRACTING WITH SMALL BUSINESSES (RTP-L-9)

In reviewing offerors' subcontracting plans submitted in accordance with the provision entitled, "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns," (FAR 52.219-8) and FAR 52.219-9, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," EPA will use its own goals as an agency guideline. The breakout is as follows:

	Percent of Subcontract Dollars Awarded
Awards to Small Businesses	50%
Awards to Small Disadvantaged Businesses	20%
Awards to Women-Owned Businesses	6%
Awards to HUBZones	2.5% - 2002 3% - 2003 and each year thereafter
Awards to Service Disabled Veterans	1%

These goals are not intended to be mandatory; however, offerors are encouraged to keep these goals in mind when developing their subcontracting plan. Please note that goals must be proposed as a percentage of total dollars being subcontracted.

A subcontracting plan format, which can be found on the internet at http://www.epa.gov/oam/rtp_cmd under the heading "Forms", can be utilized as a guide to assist offerors in preparation of subcontracting plans.

L.28 INFORMATION REGARDING LOCATING RELEVANT DOCUMENTS ON THE INTERNET

The EPA Website: <http://www.epa.gov/oamrtpnc/0310014/index.htm> contains the following documents, which are available to all interested parties:

Attachment 4 - Government Furnished Property

Attachment 5 - Government Furnished Property "AS IS"

Attachment 6 - DOL Wage Determinations

CASTNet Quality Assurance Project Plan Appendices 1 through 9.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service:

1. Adequacy of Proposed Technical Approach.....25 Points

In responding to this RFP, each offeror's proposal must demonstrate a full and a complete understanding of the technical aspects of the exposure monitoring effort being solicited, including the types of problems that are likely to occur during performance of the monitoring program. The offeror must demonstrate how it proposes to overcome problems to produce a comprehensive and well-coordinated program. An offeror's approach to conducting the monitoring program and overcoming

any problems must be both technically sound and logistically appropriate and efficient. The offeror must demonstrate how it proposes to deliver or make available to EPA the screened continuous field data.

Each offeror's proposal shall include a description of the proposed technical approach for dry deposition and ozone monitoring in sufficient detail to demonstrate the offeror's basic technical knowledge of the state-of-the-science as well as any likely problems and potential solutions for critical atmospheric monitoring areas including:

- (A) installation, operation and maintenance of the station, instruments and data acquisition equipment, including repair and monitoring;
- (B) acquisition, processing, and validation of air quality and atmospheric deposition data;
- (C) maintenance and operation of the database management system, including data validation, storage, retrieval, analysis, and archiving of data;
- (D) analytical methods used to determine sample concentrations, including detection limits, reproducibility and accuracy.

2. Past Performance:25 Points

Demonstrated successful past performance of the offeror and any major subcontractors as evidenced by information gathered concerning the identified list of contracts and subcontracts completed during the past three years, and those currently in process for similar work, scope, and size. Work which would be considered similar includes: operating and maintaining an air quality monitoring network (e.g., a network that provides regional or national geographic coverage). The offeror's past performance will be evaluated based on the information obtained through the Past Performance Questionnaire (see Section J which identifies this attachment).

(Instructions: As discussed in the L Provision entitled *Past performance Information*, offerors shall submit information on the five (5) most recent contracts and subcontracts completed during the past three years and all contracts and subcontracts currently in process for similar work. This should include information on five (5) contracts and subcontracts and may include similar contracts with Federal, State and local governments, as well as commercial businesses. Information should be provided as indicated in the L Provision.)

NOTE: As discussed in the L Provision entitled *Past Performance Information*, if an offeror has no available past performance, a neutral rating of adequate (score=3) will be assigned for the past performance criteria.

3. Capabilities of Proposed Personnel.....15 Points

The offeror shall provide resumes describing specific, relevant knowledge, education, experience and availability of all proposed key

personnel, including key personnel of subcontractors and consultants.

Nominally, without requiring the offerors' proposals to conform, the key personnel shall include the lead technical personnel for the critical areas defined in the statement of work (e.g., the project manager, field operations manager, laboratory operations manager, and data operations manager). Adequacy and appropriateness of the key personnel to oversee and lead particular portions of this program shall be considered as part of this criterion.

Key personnel will be evaluated on: (1) their knowledge, experience, and leadership in their respective fields, as demonstrated through peer-reviewed publications, awards, and participation in previously successful monitoring and research programs; (2) their demonstrated ability to lead a team of scientists and technicians in providing high-quality work in the area of atmospheric monitoring; and (3) their education in the relevant sciences;

4. Adequacy of Proposed Management Plan.....10 Points

EPA will evaluate the clarity, conciseness and effectiveness of the offeror's (and any subcontractor's) management plans on the basis of the following elements. These elements are all considered essential to the success of the management plan and will not be separately scored.

- (A) Specific plans for identifying, selecting, and managing any proposed subcontractors to assure that their performance is of high quality, timely, and within budget.
- (B) Specific managerial procedures and administrative systems to monitor, control, and report technical and cost progress. Provide descriptions and examples.
- (C) Specificity and effectiveness of the offeror's transition plan. All plans must be designed to assure minimum disruption to the CASTNET and must identify and discuss the resolution of all problems that the offeror foresees.

5. Adequacy of Facilities and Equipment.....10 Points

Each offeror shall fully describe the equipment it will provide to supplement government furnished equipment (GFE) listed in the RFP. In particular, this should include the analytical laboratory and computer facilities to be used and the percent availability of these facilities to be committed to this monitoring program.

6. Quality Assurance Approach:10 Points

Each offeror shall describe in detail its proposed approach to achieving and maintaining the Data Quality Objectives of the CASTNet program. This discussion should include, but not necessarily be limited to: systems that will be implemented to ensure that quality assurance results will be incorporated into correcting or improving network operations in a timely manner; provisions to ensure the independence of quality assurance functions such as external audits; provisions to ensure the consistency and comparability of new protocols and measurement systems with historical methods; and the

training and experience of personnel who will be responsible for implementing the quality assurance program.

7. Small Disadvantaged Business (SDB) Participation (5 points)

Offerors will be evaluated based on the clause entitled "Small Disadvantaged Business Participation Evaluation Factor" set forth below.

M.4 SMALL DISADVANTAGED BUSINESS PARTICIPATION EVALUATION FACTOR (EPAAR 1552.219-74) (OCT 2000)

Under this factor [or subfactor, if appropriate], offerors will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on:

(1) The extent to which SDB concerns are specifically identified to participate in the performance of the contract;

(2) The extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than nonenforceable commitments);

(3) The complexity and variety of the work the SDB concerns are to perform under the contract;

(4) The realism of the proposal to use SDB concerns in the performance of the contract; and

(5) The extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized and applicable NAICS Industry Subsectors in terms of dollars and percentages of the total contract value.

M.5 EVALUATION OF CONFLICT OF INTEREST PLAN (RTP-M-1)

The plan described in Section L entitled, "Conflict of Interest Plan" will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that ultimately is unacceptable after the completion of negotiations will not be eligible for a contract award. The contractor's COI plan will be evaluated as part of the contractor's responsibility determination.

ATTACHMENT 1

STATEMENT OF WORK

CASTNet Statement Of Work (SOW)

1. Project Background

The Clean Air Status and Trends Network (CASTNet) is a long-term environmental monitoring network that measures changes in ambient air quality and atmospheric deposition over broad geographic regions of the U.S. Operating since 1987, CASTNet has evolved into a robust monitoring program which now comprises approximately 82 monitoring stations nationwide. The Environmental Protection Agency (EPA) operates a majority of the CASTNet monitoring stations. In cooperation with EPA, the National Park Service (NPS) operates approximately 30 stations. Table 1 is the list of current EPA - and NPS- operated sites. The primary monitoring objectives of CASTNet are to:

- Provide atmospheric data on total acid deposition, rural ground level ozone, and other forms of atmospheric pollution;
- Monitor the status and trends in regional air quality and atmospheric deposition; and
- Assess and report on geographic patterns and long-term, temporal trends in ambient air pollution and acid deposition.

Each CASTNet dry deposition station measures weekly average concentrations of sulfate, nitrate, ammonium, sulfur dioxide, and nitric acid, using a 3-stage filter pack. In addition, each site measures hourly concentration of ambient ozone levels and meteorological conditions required for calculating dry deposition rates. Table 2 is a list of pollutant monitoring and meteorological equipment deployed at a typical EPA CASTNet dry deposition station.

Dry deposition is calculated in the Network as a product of measured ambient air concentration values and inferentially-derived deposition velocities. Historically, the Multi-layer Model (MLM) has been used to estimate deposition velocities, accounting for stomatal and boundary layer resistance to deposition at multiple levels in a canopy. A new, more accurate model, the Multi-layer Biogeochemical Model (MLBC) is currently in development by EPA. This model is builds on the MLM but also accounts for plant photosynthesis and respiration in estimating deposition velocities. EPA plans to make the MLBC available for use at the time of contract award through the multimedia integrated modeling system (MIMS) www.epa.gov/asmdnerl/mims. Additional background information, current standard operating procedures, and the CASTNet Quality Assurance Project Plan (QAPP) are available on the CASTNet web site located at: <http://www.epa.gov/castnet>.

As a long-term monitoring program, CASTNet is critical for characterizing trends in deposition levels and identifying relationships among emissions, atmospheric loadings and human health and ecological effects. The EPA, under several different mandates, relies on the data and information from CASTNet, used in conjunction with information from other national monitoring networks (e.g., the National Atmospheric Deposition Program/National Trends Network (NADP/NTN) and Interagency Monitoring of Protected Visual Environments (IMPROVE)), to evaluate the effectiveness of air pollution control strategies for regional areas. CASTNet tracks real-world environmental results over time and space as emission reductions take place. Since atmospheric changes occur very slowly and trends are often obscured by the wide variability of measurements and climate, numerous years of continuous and consistent data are required to overcome this variability.

EPA's Office of Atmospheric Programs and Office of Air Quality Planning and Standards jointly administer CASTNet and are committed to the long-term atmospheric monitoring that is required to measure long-term trends. The Clean Air Markets Division (CAMD), Office of Atmospheric Programs has taken

the lead in providing support and technical direction for CASTNet. CAMD has assembled a CASTNet Technical Advisory Committee comprised of technical specialists with expertise in all areas of deposition monitoring (e.g. quality assurance, network operations, data analysis, and methods development). The goals of this committee are to recommend changes and improvements to sampling and analysis methods, prioritize future research directions, and assist in developing long-term strategies for rural deposition monitoring.

2. SOW Organization

The scope of this SOW includes specific requirements for the base program and two base program options, a fixed-price portion for laboratory and analytical services, and the Level of Effort (LOE) portion. Specific requirements include broad and specific responsibilities for all aspects of operating and maintaining the CASTNet program to meet current and future EPA needs for air quality and atmospheric deposition monitoring.

Specific requirements apply to detailed conditions necessary to meet EPA needs. The Contractor shall provide the necessary technical support as described in this section to assist EPA in implementing the CASTNet program. The specific requirements are described for several critical monitoring functions of the CASTNet Base Program including quality assurance, field operations and data management and analysis. For the purposes of this solicitation, the offeror should assume operation of the 54 EPA-sponsored sites, two EPA-sponsored co-located sites and one site that operates dual day and night filter packs listed in Table 1; and shall only manage data and coordinate network activities for the sites operated by the NPS.

The two options for the base program address the contingency of operating additional sites: one option for those sites that will provide their own site operator and local infrastructure; and one option for those sites where the Contractor will provide on-going support and local infrastructure at the site.

The offeror shall propose a fixed price for laboratory sample analyses for all sites within the CASTNet network, described in more detail in the analytical laboratory section of the SOW.

The LOE portion of the SOW includes non-routine activities or special studies associated with CASTNet, such as special studies, installing new dry deposition sites, and installing and operating NADP/NTN wet deposition sites and IMPROVE sites. EPA anticipates establishing new CASTNet dry deposition monitoring stations sites that will help fill gaps in the network. The number of new sites shall not exceed six per year.

The successful offeror will provide sufficient personnel, time, and materials necessary to ensure the continued operation of the EPA monitoring network, executing the critical monitoring functions, including activities such as new site installation, and processing and validation of data collected.

The EPA anticipates services described in this section to initiate upon award of the contract. During a 90-day transition period beginning no later than 15 days after the contract award date, the Contractor shall begin coordinating the transition of operation of the network with the existing CASTNet contractor and shall begin operating all aspects of the network at the end of the 90-day transition period. Transition activities shall include the extraction and analysis of up to 100 filter or filtrate samples provided by EPA to establish comparability of the Contractor's laboratory analyses with historical analyses.

Table 1. List of Active CASTNet Monitoring Stations

Site_id	Station	Agency	State	Latitude	Longitude
SND152	Sand Mountain	EPA	AL	34.289	-85.970
CAD150	Caddo Valley	EPA	AR	34.180	-93.099
GTH161	Gothic	EPA	CO	38.956	-106.986
ROM206	Rocky Mountain NP Collocated	EPA	CO	40.278	-105.546
ABT147	Abington	EPA	CT	41.840	-72.010
IRL141	Indian River Lagoon	EPA	FL	27.849	-80.455
SUM156	Sumatra	EPA	FL	30.110	-84.990
GAS153	Georgia Station	EPA	GA	33.179	-84.405
STK138	Stockton	EPA	IL	42.287	-90.000
ALH157	Alhambra	EPA	IL	38.869	-89.623
BVL130	Bondville	EPA	IL	40.052	-88.372
VIN140	Vincennes	EPA	IN	38.741	-87.485
SAL133	Salamonie Reservoir	EPA	IN	40.816	-85.661
KNZ184	Konza Prairie	EPA	KS	39.102	-96.610
CKT136	Crockett	EPA	KY	37.921	-83.066
MCK131	Mackville	EPA	KY	37.705	-85.049
MCK231	Mackville Collocated	EPA	KY	37.705	-85.049
CDZ171	Cadiz	EPA	KY	36.784	-87.850
BWR139	Blackwater NWR	EPA	MD	38.445	-76.111
BEL116	Beltsville	EPA	MD	39.028	-76.817
ASH135	Ashland	EPA	ME	46.604	-68.414
HOW132	Howland	EPA	ME	45.216	-68.708
UVL124	Unionville	EPA	MI	43.614	-83.359
HOX149	Hoxeyville	EPA	MI	44.181	-85.739
ANA115	Ann Arbor	EPA	MI	42.417	-83.902
CVL151	Coffeetown	EPA	MS	34.003	-89.799
CND125	Candor	EPA	NC	35.263	-79.837
BFT142	Beaufort	EPA	NC	34.885	-76.620
COW137	Coweeta	EPA	NC	35.061	-83.431
PNF126	Cranberry	EPA	NC	36.106	-82.045
WST109	Woodstock	EPA	NH	43.945	-71.701
WSP144	Wash. Crossing	EPA	NJ	40.313	-74.873
CTH110	Connecticut Hill	EPA	NY	42.401	-76.654
CAT175	Claryville	EPA	NY	41.942	-74.552
HWF187	Huntington Wildlife Forest	EPA	NY	43.973	-74.223
CHE185	Cherokee Nation	EPA	OK	35.751	-94.670
LYK123	Lykens	EPA	OH	40.917	-82.998
OXF122	Oxford	EPA	OH	39.533	-84.729
QAK172	Quaker City	EPA	OH	39.943	-81.337
DCP114	Deer Creek	EPA	OH	39.636	-83.261
EGB181	Egbert	EPA	ON	44.232	-79.781
EGB281	Egbert Collocated ¹	EPA	ON	44.232	-79.781
KEF112	Kane Exp. Forest	EPA	PA	41.598	-78.767
LRL117	Laurel Hill	EPA	PA	39.988	-79.252
ARE128	Arendtsville	EPA	PA	39.923	-77.308
MKG113	M.K. Goddard	EPA	PA	41.427	-80.145
PSU106	Penn State	EPA	PA	40.721	-77.932
ESP127	Edgar Evins	EPA	TN	36.039	-85.733
SPD111	Speedwell	EPA	TN	36.470	-83.827
PED108	Prince Edward	EPA	VA	37.166	-78.307
VPI120	Horton Station	EPA	VA	37.330	-80.558
LYE145	Lye Brook	EPA	VT	43.051	-73.061

Site_id	Station	Agency	State	Latitude	Longitude
PRK134	Perkinstown	EPA	WI	45.207	-90.597
PAR107	Parsons	EPA	WV	39.090	-79.662
CDR119	Cedar Creek	EPA	WV	38.880	-80.848
PND165	Pinedale	EPA	WY	42.929	-109.788
CNT169	Centennial	EPA	WY	41.364	-106.240
DEN417	Denali NP	NPS	AK	63.723	-148.968
POF425	Poker Flats, Yukon Flats NM	NPS	AK	65.118	-147.433
GRC474	Grand Canyon NP	NPS	AZ	36.059	-112.182
CHA467	Chiricahua NM	NPS	AZ	32.010	-109.389
JOT403	Joshua Tree NM	NPS	CA	34.071	-116.390
SEK402	Sequoia NP - Lookout Pt	NPS	CA	36.429	-118.762
PIN414	Pinnacles NM	NPS	CA	36.485	-121.155
YOS404	Yosemite NP - Turtleback Dome	NPS	CA	37.711	-119.704
LAV410	Lassen Volcanic NP	NPS	CA	40.536	-121.572
DEV412	Death Valley NM	NPS	CA	36.508	-116.838
MEV405	Mesa Verde NP	NPS	CO	37.198	-108.490
ROM406	Rocky Mtn NP	NPS	CO	40.277	-105.545
EVE419	Everglades NP	NPS	FL	25.388	-80.683
HVT424	Hawaii Volcanoes NP	NPS	HI	19.447	-155.300
ACA416	Acadia NP	NPS	ME	44.377	-68.261
VOY413	Voyageurs NP	NPS	MN	48.412	-92.829
GLR468	Glacier NP	NPS	MT	48.510	-113.995
THR422	Theodore Roosevelt NP	NPS	ND	46.895	-103.378
GRB411	Great Basin NP	NPS	NV	39.005	-114.215
GRS420	Great Smoky NP - Look Rock	NPS	TN	35.631	-83.942
BBE401	Big Bend NP	NPS	TX	29.310	-103.177
CAN407	Canyonlands NP	NPS	UT	38.458	-109.821
SHN418	Shenandoah NP - Big Meadows	NPS	VA	38.523	-78.436
VII423	Virgin Islands NP - Lind Pt	NPS	VI	18.336	-64.796
OLY421	Olympic NP	NPS	WA	48.098	-123.426
NCS415	North Cascades NP	NPS	WA	48.539	-121.446
MOR409	Mount Rainier NP	NPS	WA	46.761	-122.121
YEL408	Yellowstone NP	NPS	WY	44.565	-110.400

¹ Site operates collocated dual day/night filter pack sampling equipment

Table 2. List of pollutant monitoring and meteorological equipment deployed at a typical EPA CASTNet dry deposition site

Field Equipment	Description	Application
Ozone Analyzer	Thermo Environmental Model 49-103	Measures ambient O ₃ concentrations integrated over a hourly period
Wind Speed and Direction	Climatronics anemometer chopper wheel, R.M. Young Wind Monitor OR F460 vane and translator, R.M. Young Wind Monitor	Input parameters to the Multi Layer Model
Temperature/Delta Temperature	Climatronics temperature sensors	Input parameters to the Multi Layer Model
Relative Humidity	Climatronics model 100098 or Rotronics MP-100F humidity temperature probe	Input parameter to the Multi Layer Model
Solar Radiation	LI-COR pyranometer, silicon photovoltaic sensor with R.M. Young or Climatronics translator	Input parameter to the Multi Layer Model
Surface Wetness	R.M. Young wetness sensor	Input parameter to the Multi Layer Model
Precipitation	Climatronics 8-inch heated tipping bucket rain gauge	Input parameter to the Multi Layer Model
3 Stage Filter Pack	Sequence of Filters: Teflon, Nylon, and Potassium carbonate-impregnated Whatman	Collects ambient concentrations of particulate SO ₄ , NO ₃ , NH ₄ , and gaseous SO ₂ and HNO ₃ integrated over weekly periods
Flow Control	Teledyne Hastings or Tylan Mass Flow Controllers	Maintains constant sample flow
Data Acquisition	Odessa DSM-3260 and DSM 3260L (backup) OR ESC Model 8816	Records data for select continuous measurement parameters

3. Specific Requirements for Base Program

The following sections describe the specific requirements for the Base Program. In addition to these specific requirements, the Contractor shall implement the transition plan as outlined in its technical proposal.

3.1 Quality Assurance

Quality Assurance (QA) includes, but is not limited to, those activities conducted by and for the Contractor's management that assure and evaluate the effectiveness and appropriateness of all monitoring-related processes that might affect the quality of data delivered to EPA under the contract. Typically, QA activities shall ensure that the Quality Control (QC) functions are carried out as designed into the operational functions of the work. The Contractor shall periodically evaluate the timeliness,

effectiveness, and appropriateness of the QC activities, as outlined and specified in the QA guidance.

The Quality Management Plan (QMP) and Quality Assurance Project Plan (QAPP) are critical planning documents for any environmental data operation. The corporate QMP defines an organization's QA-related policies, criteria for and areas of application, and definition of roles, responsibilities, and authorities. The Contractor shall prepare and deliver a QMP as part of the proposal.

The QAPP documents how environmental data operations are planned, implemented, and assessed during the life cycle of program, project, or task. The purpose of the QAPP is to define in detail how specific QA and QC activities will be implemented during this project. Standard Operating Procedures (SOPs) document in detail the routine or repetitive administrative and technical activities to facilitate consistency and integrity of the product. SOPs facilitate activities that are managed under a QAPP.

The Contractor shall prepare a draft comprehensive QAPP, including all related manuals and SOPs, and deliver four printed copies to EPA for comments within 90 days of contract award. After receipt of EPA's comments, the Contractor shall deliver within 30 days one copy of the plan to the EPA QA Officer for approval. Upon approval by the EPA QA Officer, the Contractor shall deliver four printed copies and an electronic version of the plan to EPA.

The QAPP and all associated documents shall conform to EPA general guidance and guidance for non-EPA organizations, as described at http://www.epa.gov/quality/qa_docs.html. The QAPP will include all of the elements describe in EPA Requirements for QA Project Plans (QA-R/5). The QAPP and SOPs shall be based, as applicable, on the Quality Assurance Handbook for Air Pollution Measurement Systems, Volumes I, II, and IV. At a minimum, these documents shall provide sufficient detail of all aspects of the CASTNet operation to allow a user to perform the same activities and measurements and achieve similar results, and shall include the operational aspects of all sites within the CASTNet program regardless of operating agency. Method summaries and SOPs will be provided by EPA for those equipment and procedures operated or performed by other agencies which differ from those of the Contractor.

The QA/QC program shall provide a uniform basis for sample handling, analysis, instrument and methods calibration and maintenance, equipment and method acceptance testing, performance evaluation, analytical data gathering, data processing and analysis, and reporting. In many instances where methodologies are available, specific QC procedures are incorporated into the method documentation.

The Contractor shall perform quality assurance activities independent of project management. The Contractor shall submit quarterly and annual QA reports in accordance with the requirements established in the attachment entitled "Reports of Work."

3.2 Field Operations

The Contractor shall perform the following tasks or equivalent tasks that meet CASTNet objectives for all EPA-operated sites. If alternative methods are proposed, the proposal must include sufficient documentation to demonstrate equivalency or improvement to the following requirements.

3.2.1 Maintain Existing Sites

The Contractor shall be responsible for initiating and maintaining contracts and/or agreements with landowners and site operators, as necessary, for operating and maintaining sites within the network. Trend assessments are one of the primary objectives of CASTNet and require consistent measurements at sampling stations having continuous records. Many stations within the network have been in operation since before 1990 and EPA places a high priority on maintaining these long-term records. EPA encourages scientific collaboration and in-kind contributions on the part of the land owners and site operators. The Contractor shall facilitate these activities whenever possible.

3.2.2 Site Operator Responsibilities

The Contractor shall ensure that trained site operators visit their respective CASTNet sites on a routine basis, each Tuesday, coinciding with a seven-day sampling schedule. The Contractor shall ensure that the site operator inspects the site and performs the following tasks: filter pack change outs, sample shipment, equipment checks and tests, routine preventative and corrective maintenance, sample media collection, data acquisition operations, quality assurance and documentation, and other essential duties necessary to meet CASTNet data quality objectives.

The Contractor shall ensure the site operator observes and records CASTNet site surface conditions (e.g., dew, frost, snow) and vegetation status every Tuesday at the CASTNet sites. During the last week in June of each year, the Contractor shall also provide information on major plant species and land-use classifications within 1 km of the site. The Contractor shall ensure that the information gathered from these observations is of sufficient quality to support dry deposition model calculations and meets field data quality objectives.

3.2.3 Equipment Repair and Maintenance

The Contractor shall be responsible for the maintenance and repair (including costs) of all instruments, shelters, and data acquisition systems. The equipment shall be Government Furnished Property (GFP) or Contractor Acquired Property (CAP). EPA may require equipment to be upgraded as new techniques, instrumentation, and improved components become available, and may require the replacement of outdated equipment that has reached the end of its operating lifetime.

3.2.4 Training

The Contractor shall provide standard substantive, hands-on training to each site operator. Training topics shall include, but not be limited to, an overview of the CASTNet program, equipment operation and maintenance, sampling procedures, documentation and quality assurance. Particular emphasis shall be placed on training operators on instrument installation, equipment calibrations, maintenance, repairs, and sample change-out procedures. The Contractor shall evaluate operator performance in these activities, and provide adequate training until the site operator is proficient, in accordance with the data quality objectives.

3.2.5 Field Measurements

The Contractor shall perform the measurements listed in Table 3 at each site using the specified method, or an equivalent or better method that meets the acceptance criteria listed in Table 3.

Table 3. Field Measurements and Acceptance Criteria for Calibrations

Measurement	Method	Acceptance Criteria
Filter Pack Flow	Mass Flow Controller	± 2% of actual flow
Ozone	UV absorbance	± 5% of actual value
		0.9500 < Slope < 1.050
		-3.0 ppb < Intercept < 3.0 ppb
		$r^2 > 0.995$
Wind Speed	Anemometer	± 0.2 m/sec of actual wind speed at speeds less than 5 m/sec
		± 5% of actual wind speed at greater than or equal to 5m/sec.
Wind Direction	Wind Vane	± 3° C for each cardinal point
Relative Humidity	Thin film capacitor	± 20% at RH less than 85%
		± 5% at RH ≥ 85%
Solar Radiation	Pyranometer	± 5% of average solar radiation
Precipitation	Tipping Bucket Raingage	± 0.02 inches at 0.50 inches of precipitation
Surface Wetness	Conductivity Bridge	Full-scale response to test resistance
Temperature	Platinum RTD	± 0.3° C of actual temperature
Delta Temperature	Platinum RTD at 1 m and 10 m	± 0.3° C of actual temperature

3.2.6 Filter Pack Sampling

Particles and selected gases are collected by passing air at controlled flow rates through a sequence of Teflon, Nylon, and base-impregnated filters. The Contractor shall perform filter pack sampling and ozone measurements at 10 meter above ground surface using a tilt-down tower. Filter pack flow shall be maintained with mass flow controllers at standard conditions of 25°C and 769 mm mercury. Flow shall be maintained at 1.5 liters per minute (LPM) at sites having higher concentrations of analytes (generally sites in the Eastern U.S.) and 3.0 LPM at sites having lower concentrations (generally sites in the Western U.S.) or at other flow rates upon technical direction from the PO. Filter packs shall be replaced at each site every Tuesday at approximately 0900.

3.2.7 Field Calibrations and Preventative Maintenance Schedule

The Contractor shall visit each active CASTNet monitoring station at least twice per year to perform routine calibration and maintenance of all CASTNet field equipment. In preparing for site visits, the Contractor shall coordinate with site operators and notify the PO of all scheduled site visits no less than 2 weeks prior to monitoring site trips. Upon arrival at

each monitoring site and before any adjustments are made to any instruments, the Contractor shall conduct and record complete performance checks on all air quality systems, meteorological instruments, and data acquisition systems.

3.2.8 Equipment Testing, Modification and Parts Inventory

The Contractor will be required to purchase new equipment and/or spare parts for the on-going operation and enhancement of the network. Equipment and spare parts shall be delivered to the Contractor's facility or installation sites. Prior to deploying equipment for service, the Contractor shall ensure that field equipment is operating properly by performing and documenting acceptance testing of all the equipment purchased by EPA that is delivered to the Contractor's facility. Acceptance tests may include comparisons of instrument outputs to known, calibrated values and checks of zero, span, and drift, noise levels, response time, and detection limits. The Contractor shall return to the manufacturer any equipment that fails acceptance testing.

The Contractor shall ensure sufficient spare parts are on hand to meet or exceed the requirements of this contract and shall purchase spare parts on a periodic basis to ensure sufficient spare parts are available at all times. The Contractor shall be responsible for properly affixing the property tags, which EPA will provide the Contractor, to all EPA-purchased equipment and parts.

The Contractor shall maintain and update a database inventory of all EPA capital equipment. EPA shall deliver the current inventory of equipment to the Contractor at the onset of the contract period. At a minimum, the inventory database shall contain the following fields: equipment description, manufacturer name, model number, serial number, EPA property number, purchase price, month and year of purchase, current condition and disposition. For quality assurance purposes, the history of all ozone analyzers shall be traceable using this database. The Contractor shall provide a written report on equipment inventory to EPA annually, and upon request by the PO.

The Contractor shall provide State and local agencies with access to CASTNet sites for the purpose of audits, installation of data loggers or installation and operation of additional monitoring equipment as space permits. For the purpose of costing, no more than 10 sites will be visited by State or local agencies per year.

3.3 Data, Information Management And Analysis

The Contractor shall be responsible for storage and reporting of all information described in this Statement of Work, and shall maintain an archive of historical operations, deposition and air quality data acquired during previous contract periods. To manage and report this information efficiently and accurately while continuing to acquire data from on-going operations, the Contractor shall manage a relational database in a development/testing/production environment. The database management system (DBMS) that the Contractor uses shall be capable of:

- Providing data security in compliance with EPA requirements for external data systems;
- Efficiently managing a database of approximately 30 gigabytes in size;
- Efficiently managing a database having over 100 tables, with some tables having approximately 100 million records;

- Providing system-level user access and data integrity constraints.

EPA currently uses the Oracle® Enterprise Database 8i Release 3(8.1.7) DBMS in a Solaris 8 environment. EPA anticipates that this platform will be used throughout the life of this contract, although upgrades to the DBMS and operating system are likely. Upon award of the contract, EPA shall deliver to the Contractor a complete and functional archive of the current contractor's Microsoft SQLServer database and Visual Basic data management application, and a complete and functional export of EPA's Oracle schema.

The Contractor shall be responsible for acquiring, installing and running the MLM and/or MLBC, as specified in technical direction by the PO, using appropriate model inputs. EPA shall supply the Contractor with the most recent compiled modeling programs. The Contractor shall be responsible for producing and maintaining input files required by the model programs and for loading model output files into the database through documented scripts and procedures. All software, scripts and documentation developed under this contract shall be available to EPA and delivered upon request.

The Contractor shall be capable of performing complex statistical analyses (e.g., principal component, cluster and time series analyses) using a robust statistical analysis package (e.g., SAS, S-plus, and R).

The Contractor shall be capable of performing basic geographic and geostatistical analyses such as calculating geographic means and creating interpolations of geographic data sets using Inverse Distance Weighted, Kriging and Co-Variant Kriging algorithms; and producing publication-quality maps from these analyses.

3.3.1 Data Management

The Contractor shall be responsible for managing all information described in this Statement of Work, including the data management activities required for data collection, processing, validation, storage, documentation and reporting. The types of data include, but are not limited to:

- Continuous measurements, observations and equipment status monitoring in the field. All continuous data and equipment status monitoring shall be stored in the database as hourly averages. All observations made by the field operators shall be acquired either electronically (e.g., email or Web site) or through data transcription from hard copy forms sent in by the site operator.
- Results of laboratory analyses, including those types for routine samples, routine quality assurance samples, samples for method development or special studies, internal and external laboratory audits, internal and external system audits, and inter-laboratory comparisons. All laboratory results shall include identification in the database by type of sample.
- Site status and location data, including latitude, longitude, elevation, FIPS codes, nearby NADP sites, political address (e.g., country, state, and county), conditions and surroundings within 1 km, history of instrumentation of the site, site contacts, and site operators and their contact information.
- Site photos and maps. All site photos shall be stored as binary objects in the database or as references to electronic images. The referenced electronic image shall be considered part of the database.
- Measurements and criteria from field calibrations and audits.
- Model results.

- Inter-network comparisons and other special studies. All sampling and analysis data from inter-network comparisons and other special studies shall be identified, documented and stored in the database.
- Quality assurance information from routine and non-routine sources. Data from routine and non-routine quality assurance measurements shall be identified, documented and stored in the database.
- The National Park Service's (NPS's) CASTNet data. The Contractor shall import and manage all available data acquired by the NPS for the operation of their CASTNet sites for all types of data listed above. The NPS or their Contractors will deliver data electronically to the Contractor in a format agreeable to all parties.
- External data sources. The Contractor shall be responsible for acquiring and managing final data products from NADP/NTN wet deposition database, IMPROVE aerosol data, and Eta model output from the U.S. National Centers for Environmental Prediction (NCEP). These external data products shall be used for estimating total (wet + dry) deposition, network-intercomparisons, and back-filling of missing meteorological data, respectively.

The Contractor shall screen and validate data from continuous field measurements for reasonableness using historical criteria, physical constraints, equipment status or other established and documented criteria. All data shall be screened for data anomalies by applying screening checks for physical maximum, minimum, reasonable boundaries, rate of change, allowable characters or other documented criteria. Any changes to raw data shall be recorded in the database and identified with a data validity code that identifies the circumstance or criteria by which the determination was made that the data is anomalous. All data entered by human data entry shall be validated either by independent double entry or statistically defensible means to document a minimum of 99.99 percent data accuracy.

The Contractor shall maintain a data dictionary of all objects within the database, including tables, columns, constraints, and data validation codes. The Contractor shall use established good data practices to ensure that database objects and applications developed by the Contractor have been properly tested and documented before use in the production environment. The Contractor shall ensure that all electronic data acquisitions and transfers into and from the database are accurate and complete by checksum comparisons, or equivalent methods.

3.3.2 Data Reporting

The Contractor shall deliver data to EPA for loading into the EPA database with a minimum amount of human intervention. The Contractor shall transfer data to EPA with an electronic agent (e.g., Oracle® Corporation's SQL*Net™), or by creating and delivering electronic data on a routine basis that are compatible with EPA's DBMS. If the Contractor requires connection to EPA servers for data transfers, the Contractor must conform to requirements for access to EPA servers described at <http://www.epa.gov/webguide/started/getserv.html>, and shall have sufficient Internet bandwidth to efficiently transfer data. The Contractor shall be responsible for the installation and configuration of SecuRemote™ software on their servers if the Contractor proposes to have Internet access to EPA servers.

All data acquired through this contract shall be available to EPA on a routine schedule, or in response to ad hoc data requests from the PO. The EPA Project Officer shall determine the timing and content of deliveries pursuant to the contract Technical Direction Clause. An electronic replica of the database and all supporting applications shall be delivered to EPA

annually. Data deliveries shall include but not be limited to validated primary measurements from continuous monitors, sampling information, analytical results, laboratory quality assurance data, inter-laboratory comparisons, model results, time aggregations, data from special studies, and documentation for all database objects. Documentation of all database objects shall be included within the database, and shall be clear and succinct with a minimum of jargon.

Contractor shall deliver or make available to EPA the screened continuous field data. Offerors are encouraged to include in its proposal innovative way(s) to deliver or make available said data with 24 hours of data acquisition.

3.3.3 Data Archiving

The Contractor shall maintain historical archives of CASTNet data from its inception, including primary measurements from continuous monitors, sampling information, analytical results, laboratory quality assurance data, inter-laboratory comparisons, model results, site locations and configurations, data from special studies, and data from other organizations used in the CASTNet program.

3.3.4 Data Security And Disaster Recovery

The Contractor shall provide for data security and deliver a detailed disaster recovery plan to the PO within 90 days of contract award. The disaster recovery plan shall include all elements of good data management practices, including an effective backup strategy; off-site storage of database backup files, critical software and electronic documents; and an effective data restoration plan that provides for a minimum of data loss in the event of a disaster.

3.4 Other Requirements

3.4.1 Annual Report

The Contractor shall deliver to EPA an annual report summarizing the network for the prior calendar year. Annual Report requirements are described in the attachment entitled "Reports of Work."

3.4.2 Meetings and Conferences

The EPA PO may request the Contractor to attend and participate in conferences or meetings to present papers related to atmospheric deposition, air pollution or the operation of CASTNet. The Contractor shall also be attending NADP meetings to obtain information discussed in those meetings.

4. Base Program Options

In addition to the Base Program described above, EPA anticipates establishing new CASTNet dry deposition monitoring stations sites that will help fill gaps in the network. The number of new sites shall not exceed six per year. The installation and set up of new sites will be accomplished through Level of Effort work assignments as described below. The operation

of the sites will be added to the contract by the issuance of a modification to add Options A or B as described below.

4.1 Option A. Operating a New Dry Deposition Site Without Local Collaboration

Upon exercising this option, the Contractor shall operate a new dry deposition site in accordance with the requirements described in the Base Program above.

4.2 Option B. Operating a New Dry Deposition Site With Local Collaboration

Upon exercising this option, the Contractor shall operate a new dry deposition site in accordance with the requirements described in the Base Program above, except that the Contractor shall not be responsible for those tasks described in the *Site Operator Responsibilities* section above.

5. Fixed-Price Analytical and Laboratory Services

The Contractor shall be responsible for providing sample preparation and analytical services for two types of samples: 1) sample filters, and 2) precipitation samples for inter-laboratory comparisons. The Contractor shall maintain the technical capability to perform the required analytical services and provide an acceptable level of personnel, equipment, and systems. The Contractor's responsibilities shall include the following:

- Purchase, maintenance, and pre-sampling treatment of all required filter media;
- Appropriate shipping containers and shipment of all filter media to the field, including field blanks;
- Analysis of all samples, laboratory quality control samples, blanks, calibration standards, filter production-lot acceptance testing and performance evaluation samples;
- All sampling and analysis data entry;
- Purchase and maintenance of laboratory instruments and consumable supplies; and
- Storage and archival of all sample extracts and filter media.

For the purposes of this proposal, offerors shall assume the following samples will be submitted for the base year and each of the four option years:

Table 4. Assumed Sample Numbers for Fixed-Price Proposal

Type	Description	Units	Frequency (per year)	Total Samples (per year)
Field samples	Regular weekly filter packs collected in the field at each CASTNet site	85	52	4420

Type	Description	Units	Frequency (per year)	Total Samples (per year)
Field blanks	Field blanks are a standard filter pack that is shipped to each CASTNet site on a quarterly schedule. The filter pack is never opened by the site operator and is returned to the lab for analysis.	85	4	340
Laboratory blank	Filters representing the same filter media as weekly field samples (Teflon®, Nylon®, and Whatman®), but are stored in sample bottles at the laboratory	2	52	104
USGS artificial precipitation sample	Rain water samples submitted by the USGS as part of their Inter-laboratory Comparison Program	8	12	96
National Water Research Institute precipitation samples	Rain water and natural water samples submitted by the National Water Research Institute of Environment Canada.	10	1	10

5.1 Precipitation Samples

The Contractor shall analyze precipitation and natural water laboratory inter-comparison samples for anions (SO_4^{2-} and NO_3^-), base cations (Na^+ , Ca^{2+} , K^+ , and Mg^{2+}), ammonium (NH_4^+), and pH using the methods specified in Table 5. Each sample shall be analyzed for the complete set of analytes. Inter-laboratory comparison studies are necessary for the documentation of laboratory performance and coordination of results with other North American monitoring networks, including IMPROVE, the Canadian Acid Precipitation Monitoring Network (CAPMoN), and NADP. Upon technical direction from the PO, the Contractor may be required to participate in up to five inter-laboratory comparisons per year.

Table 5. Analytical Methods and Minimum Detection Limits for Precipitation Samples

Analyte	Method	Minimum Detection Limit
Ca^{2+}	EPA 6010B (ICP/AES)	0.003 mg/L
Cl^-	EPA 300.0 (IC)	0.003 mg/L
K^+	EPA 6010B (ICP/AES)	0.005 mg/L
Mg^{2+}	EPA 6010B (ICP/AES)	0.003 mg/L
Na^+	EPA 6010B (ICP/AES)	0.005 mg/L
NH_4^+	EPA 350.1 (Automated Colorimetry)	0.02 mg/L
NO_3^-	EPA 300.0 (IC)	0.008 mg/L
SO_4^{2-}	EPA 300.0 (IC)	0.040 mg/L
pH	EPA 150.1 (pH meter)	0.01 units

5.2 Filter Pack Samples

The Contractor shall analyze filter media for anions (SO_4^{2-} and NO_3^-), base cations (Na^+ , Ca^{2+} , K^+ , and Mg^{2+}), ammonium (NH_4^+). Each sample shall be

analyzed for the complete set of analytes. The Contractor shall prepare the media and filter packs for deployment into the field, ship the filter packs to each site, receive and log the filter packs after sampling, disassemble the filter packs, extract the filters, analyze the extracts, and report results.

5.2.1 Filter Pack Preparation and Media Acceptance Testing

The Contractor shall be responsible for the purchase and preparation of all filter media. Each three-stage filter pack will contain a Teflon® filter, a Nylon® filter, and a base-impregnated cellulose (e.g., Whatman®) filter. The Contractor is responsible for impregnating the cellulose filter with potassium carbonate. The Contractor shall coordinate the purchase of filter media with other monitoring networks to ensure consistency in sample results.

The Contractor shall perform acceptance tests on all filters before assembly. Acceptance testing shall include the extraction and analysis of a sufficient number of filters from each type of filter box to determine with 95 percent confidence that analyte contamination for the box of filters does not exceed 2 times the method detection limit.

Filter packs shall be assembled. Prior to loading of filters, each three-stage filter pack assembly shall be cleaned with deionized water, oven-dried, and inspected for damage. Every week, the Contractor shall ship filter packs by second day delivery to field sites for sampling. Laboratory blank samples shall be prepared weekly when the filter packs are prepared. In addition, filter blank samples shall be sent to the field quarterly in order to evaluate the effects of preparation and shipping on sample media.

5.2.2 Filter Extraction

After sampling in the field, filter packs shall be received from the field sites and disassembled for extraction and analysis. The Contractor shall extract all filters using methods that produce extraction efficiencies comparable to historical CASTNet filter extraction methods. Sample extracts shall be stored at 4 degrees Celsius for at least 8 hours prior to analysis.

5.2.3 Analysis of Filter Extracts

The Contractor shall analyze filter extracts using the methods specified in Table 6 or an equivalent or better method which has been approved by EPA.

Table 6. Analytical Methods and Minimum Detection Limits for Filter Extracts

Analyte	Filter Media	Method	Minimum Detection Limit
Ca ²⁺	Teflon®	EPA 6010B (ICP/AES)	0.003 mg/L
Cl ⁻	Teflon®	EPA 300.0 (IC)	0.003 mg/L
K ⁺	Teflon®	EPA 6010B (ICP/AES)	0.005 mg/L
Mg ²⁺	Teflon®	EPA 6010B (ICP/AES)	0.003 mg/L
Na ⁺	Teflon®	EPA 6010B (ICP/AES)	0.005 mg/L
NH ₄ ⁺	Teflon®	EPA 350.1 (Automated Colorimetry)	0.02 mg/L
NO ₃ ⁻	Teflon®, Nylon®, cellulose	EPA 300.0 (IC)	0.008 mg/L

SO ₄ ²⁻	Teflon®, Nylon®, cellulose	EPA 300.0 (IC)	0.040 mg/L
pH	(Precipitation only)	EPA 150.1 (pH meter)	0.01 units

5.3 Sample Handling, Custody, and Storage

After field sampling is completed, samples shall be sent back to the laboratory where they shall be received, labeled, and inspected for damage. Samples shall be received by the laboratory no more than two (2) weeks after the sample was removed from the sampling tower. Samples shall be stored at 4°C before and after analysis. Extracts shall be stored for a minimum of two years after the collection of the sample.

5.4 Data acquisition system

The Contractor shall use an automated data acquisition system or provide for and document a minimum 99.99 percent data accuracy of manually entered data, for all laboratory data acquisition.

5.5 Laboratory Quality Assurance

In order to maintain an acceptable quality of data and to establish estimates of accuracy and precision, the Contractor shall have quality assurance procedures for laboratory analysis in place. The Contractor shall randomly replicate 5% of the samples within an analysis to assess precision.

The Contractor shall analyze the following quality control standards:

- A NIST-traceable Calibration Verification Standard produced by an independent lab shall be run after every 10 environmental samples and at the end of the batch to track instrument drift;
- A NIST-traceable reference standard produced by an independent lab shall be analyzed at the beginning and end of each run to assess accuracy; and
- One method blank shall be analyzed with each extraction.
- For Ion Chromatography analyses, internal injection standards shall be prepared to assess shifts in retention time and sample injection volume.

Calibration curves shall be generated for all analyses, and all samples must fall within range of the calibration curve. Quality control standards, calibration curves, sample replicates, and filter blanks must meet the specified acceptance criteria (See Table 7). The Contractor shall document in the Quality Assurance Project Plan corrective actions for samples that do not meet these acceptance criteria. Quality assurance analyses shall be reported to EPA quarterly using accepted laboratory methods for aggregating and calculating statistics.

Table 7. Acceptance Criteria for Quality Control Samples

Quality Control Procedure	Acceptance Criteria
Calibration curve (minimum 5 points) correlation coefficient	≥ 0.995
Calibration curve Y-intercept 95% Confidence Limit	< Reporting limits
Calibration curve responses	All samples must be within the standard calibration range.

Calibration Verification Standard	+ 5% of true value for IC and ICP/AES analyses
	+ 10% of true value for AC (NH_4^+) analyses
Sample replicate	+ 5% difference as compared to the initial sample run
Method blank	$\leq 2\times$ reporting limits
Reference sample	+ 5% of true value for IC analyses
	+ 10% of true value for AC (NH_4^+) analyses
Filter blank	$\leq 2\times$ reporting limits

To minimize the occurrence of instrument failure and system malfunctions, the Contractor shall be responsible for instrument calibration, inspection, testing, and maintenance including, but not limited to, lubrication of pumps, prevention of instrument leaks, and maintenance and replacement of valves and fittings.

6. Level Of Effort

In addition to the Base Program and Options A-B provisions, the Contractor shall conduct any non-routine activities or special studies associated with the CASTNet program, as directed in work assignments issued by the EPA Contracting Officer. The following are examples of such activities that may be performed. They are not, however, inclusive of all CASTNet related activities that may be performed.

If directed in work assignments issued by the EPA CO, the Contractor shall establish and install new dry deposition sites in accordance with CASTNet siting criteria.

The Contractor shall establish and operate new wet deposition sites in accordance with NADP protocols.

The Contractor shall perform intercomparison tests of candidate methods to replace the techniques currently in use by CASTNet. The Contractor shall install, calibrate, and operate such measurement devices according to EPA specifications and directions. Data handling and reporting requirements shall be according to EPA specifications based on the needs of any specific study. The Contractor shall also make available CASTNet sites, facilities, and operators to external QA auditors, as required.

The Contractor shall operate or collaborate with (e.g., collect samples at, analyze samples for, or make CASTNet facilities available to) other integrated research monitoring programs, such as the NADP, IMPROVE or other monitoring networks operated by EPA.

The Contractor shall, through work assignments issued by the EPA CO, provide for the operation and maintenance of an EPA system (provided as GFE) for direct measurement of dry deposition at sites specified by the Work Assignment Manager (WAM). The system's instruments and components are designed for measuring surface fluxes of ozone, sulfur dioxide, and carbon dioxide by eddy correlation and fluxes of nitric acid by a gradient approach. Tasks shall include but not necessarily be limited to: 1) evaluating proposed sites for direct dry deposition measurements; 2) transporting equipment to the designated sites; 3) setting up and operation of the system for designated periods; 4) performing maintenance and calibrations; 5) conducting special sampling as directed by the WAM; and 6) preparing technical and administrative reports documenting the system, operating and quality control procedures, and data collected.

The Contractor shall prepare ad hoc summaries of data, associated data quality information, and statistical analysis for data patterns, trends, etc.

ATTACHMENT 2

REPORTS OF WORK

MONTHLY PROGRESS REPORTS
EPAAR 1552.211-72 (JUNE 1996) (DEVIATION)

(a) The Contractor shall furnish six (6) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies	Addressee
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(1)	Administrative Contracting Officer
(3)	Project Officer
(1)	Work Assignment Managers
(1)	QA Officer

QUARTERLY DATA REPORT

A validated data set with corresponding precision and accuracy data shall be delivered to EPA on magnetic medium or by electronic transmission. Each data set will be accompanied by sufficient hard copy information to assure completeness and accuracy of the transmittal. Data shall be organized by quarter and delivered within 120 days of the end of the quarter being reported on. Data quality information shall be included for the data being reported. The EPA shall subsequently make this data available to the user community.

Delivery of draft quarterly report within 120 days from completion of calendar quarter; EPA will respond within 30 days with comments; a final report will be delivered to EPA within 30 days of receipt of comments from EPA. The quarterly report will focus on emerging issues. This will include description of changes in network-wide spatial patterns and measurement levels as well as significant changes at individual sites for all components of the base program and executed options. The focus will be on comparisons to the previous calendar year (previous quarter and same quarter in previous year) in terms of figures, maps, tables and explanatory text as needed.

No. of Copies	Addressee
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(1)	Administrative Contracting Officer (Cover letter only)
(3)	Project Officer

ANNUAL REPORT

The Contractor shall furnish six (6) copies of a Draft Annual Report on the status of the project 120 days after completion of each calendar year the project is in effect. The Contractor shall furnish the EPA CO a copy of the letter transmitting the draft.

The draft shall be typed double-spaced or space-and-a-half and shall document overall progress for the year just completed and present statistical descriptions of the data obtained. The Annual Report shall focus on the year just completed, but will also include intercomparison of data across the years that the network has operated. As a minimum, the annual report shall describe: the status of the network; any significant events or changes to the network that would affect interpretations of results and significant findings of the network; the quality of data produced by the program; any issues or limitations in using the data.

The EPA PO will review for approval or disapproval the draft and provide a response to the Contractor within 30 calendar days after receipt. If the EPA PO does not provide a response within the allotted review time, the Contractor shall immediately notify the EPA CO in writing. The Contractor shall deliver the Annual Report within 30 days of receipt of the EPA review of the draft report. In addition to the required number of hard copies, a DOS-compatible WordPerfect 6.1 diskette shall also be provided.

No. of Copies	Addressee
-----	-----
(1)	Administrative Contracting Officer (Cover Letter Only)
(6)	Project Officer

FINAL DATA-SET REPORT

(a) "Draft Report"--The Contractor shall submit to the Project Officer four (4) copies of the draft final report 120 days prior to the completion date set forth in the contract. The Contractor shall furnish to the Contracting Officer a copy of the letter transmitting the draft. The draft shall be typed double-spaced or space-and-a-half and shall include all pertinent material required in the final report. The Government will review for approval or disapproval the draft and provide a response to the Contractor within 60 calendar days after receipt. If the Government does not provide a response within the allotted review time, the Contractor immediately shall notify the Contracting officer in writing.

(b) "Final Report"--The Contractor shall deliver a final report on or before the last day of the period of performance specified in the contract¹. Distribution is as follows:

NO. OF COPIES	ADDRESSEE
1	Administrative Contracting Officer (cover letter only)
6*	Project Officer

* Including an error-free manuscript

¹A final data set (including QA results) on magnetic tape in a format to be specified by the EPA PO at the time of project completion.

QA QUARTERLY AND ANNUAL REPORTS

The Contractor's quality assurance team shall prepare and deliver to EPA four quarterly reports within 30 days of the end of the calendar quarter for each option year of the contract. The quarterly reports will briefly describe and summarize systematic data quality issues identified and remedial actions taken during the quarter. Systematic data quality issues are defined as procedures or equipment within the project that may be introducing unacceptable bias or uncertainty into the data.

The Contractor's quality assurance team shall also prepare and deliver to EPA an annual QA report summarizing the current quality state of the CASTNet program, as measured by the various quality control indicators.

No. of Copies	Addressee
-----	-----
(1)	Administrative Contracting Officer (Cover letter only)
(6)	Project Officer

WORK PLANS

1. Original Work Plan

Fifteen (15) calendar days after receipt of a work assignment issued under this contract, unless otherwise specified in the work assignment, in addition to the Contracting Officer's copy required by the "Work Assignment" clause of this contract, the Contractor shall submit one (1) copy of a Work Plan to the Project Officer, and one (1) copy of a Work Plan to the Work Assignment Manager. The Work Plan is subject to the approval of the Contracting Officer. In addition to the requirements of the "Work Assignment" clause of this contract, the Work Plan shall consist of the following:

- a. a description of the work assignment;
- b. a description of the methods and technical approach to be taken to complete the work assignment;
- c. an estimated schedule for completion;
- d. a listing of the people proposed to be assigned to the project with an estimate of the time to be spent by each person and a brief description of their qualifications and experience;
- e. the estimated cost shall include direct labor, material, other direct costs, indirect costs, consultants and subcontractors; and
- f. a description of the quality assurance and quality control procedures which will be used to insure quality of work.
- g. A series of graphs reflecting projected cumulative estimated costs (and estimated fee) and labor-hours by month for each task or other logical segment of work for the total work assignment effort.

2. Revisions to Work Plan

The Contractor shall submit revisions to the work plan described above (a) when the original Work Plan is disapproved by the Contracting Officer (b) when directed by the Project Officer pursuant to the Clause entitled "Technical Direction," (c) whenever the work assignment requirements are changed by appropriate work assignment amendment; (d) when 75% of the estimated hours to complete the assignment have been expended and an adjustment in the approved budget cost estimate would be required to complete the work; and (e) as soon as it appears that the completion date stated in the approved work plan may be exceeded. The Contractor may submit recommended revisions to the work plan when the contractor believes such revision is deemed desirable for optimum

achievement of contract objectives. Every recommended revision to the work plan shall be approved by the Contracting Officer prior to implementation by the Contractor. A copy of each revision shall be submitted to the Project Officer and the Work Assignment Manager.

3. Approval

Approval of a Work Plan (1) does not constitute a determination of the reasonableness, allowability, or allocability of the cost, (2) does not constitute an agreement to any fee for performance of a work assignment since fee for providing the level of effort and otherwise performing the contract is set forth therein, and (3) does not constitute consent to any proposed subcontracts. Subcontracts must be submitted for consent in accordance with the contract clauses entitled "Competition in Subcontracting" and "Subcontracts" or "Subcontracts Under Cost-Reimbursement and Letter Contracts."

ATTACHMENT 3

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS

SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested
are for appropriate purposes and in
accordance with the agreements set forth
in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS**SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an

explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the

adjustment. Disallowed costs should be identified in unallowable accounts in the

contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be

considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the

adjustment. Disallowed costs should be identified in unallowable accounts in the

contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative

Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 4

GOVERNMENT FURNISHED PROPERTY

ATTACHMENT 5

GOVERNMENT PROPERTY FURNISHED "AS IS"

ATTACHMENT 6

DOL WAGE DETERMINATIONS

ATTACHMENT 7

CASTNET PERFORMANCE STANDARDS FOR FIRM FIXED PRICE PORTION ENTITLED
"ANALYTICAL AND LABORATORY SERVICES"


**CASTNET Performance Standards for
Analytical and Laboratory Services
(Fixed Price Portion of the Statement of Work)**

<i>CASTNet Functional Areas</i>	<i>Desired Outcomes</i>	<i>Performance Indicators</i>	<i>Measurement Criteria</i>	<i>Acceptance Quality Level</i>	<i>Contractor Incentive</i>
Filter pack preparation	Filter packs are correctly prepared and sent to sites as scheduled	Data quality codes	PO will review quarterly laboratory quality control reports and database for equipment downtime	More than 99% of pre-exposure filter packs must be received by site in acceptable condition by indicated sample-on time	If quality level is not met, 5% of the monthly fixed price amount will be withheld
Analytical Services	Samples are received, extracted and analyzed according to QAPP and SOPs	Data quality codes	PO will review quarterly laboratory quality control reports and database for samples with laboratory data quality codes	More than 98% of samples received must be extracted and analyzed with no laboratory data quality problems identified	If quality level is not met, 5% of the monthly fixed price amount will be withheld

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ATTACHMENT 8

ANNUAL GOVERNMENT PROPERTY REPORT FORM

	United States Environmental Protection Agency REPORT OF GOVERNMENT-OWNED/CONTRACTOR-HELD PROPERTY	This Report is as of 30 Sep. _____ OR Final Report As of _____
1. TO (Enter name and address of Administrative Contracting Officer)		2. FROM (Enter full name and address of Contractor) (date all property on this contract was disposed)
3. Copy To (Enter name and address of DCMA Property Administrator)		4. Address of Primary Property Location
5. CONTRACT NUMBER		6. No. of Subcontractor/Alternate Locations

a. PROPERTY CLASSIFICATION	b. BALANCE BEGINNING OF		c. ADDITIONS	d. DELETIONS	e. BALANCE END OF PERIOD	
	(1) Acquisition Cost	(2) Quantity (in units or acres)	(In Whole Dollars)	(In Whole Dollars)	(1) Acquisition Cost	(2) Quantity (in units)
7. Land						
8. Other Real Property						
9. Equipment items costing \$25,000 or more						
10. Equipment items costing Under \$25,000						
11. Special Test Equipment items costing \$25,000 or more						
12. Material						

13. Contractor's Representative		
a. Typed Name (Last, First, Middle Initial)	b. Signature	c. Date Signed
d. Telephone Number		
14. Government's Property Administrator		
System Status Satisfactory _____ Unsatisfactory _____		
a. Typed Name (Last, First, Middle Initial)	b. Signature	c. Date Signed
d. Telephone Number	e. Date of Last (Re) Analysis _____	f. Type _____

OMB No.: 9000-0075

GENERAL. The prime contractor shall report the Government property accountable to a contract. **[One form is to be used for each contract.]** Property shall be broken down by the classifications as indicated. The report is to include Government property in the prime contractor's possession or in the possession of its subcontractors as of September 30 of the reporting year. **(The report is to be forwarded to the Administrative Contracting Officer specified in Block 1, with a copy to the DCMA PA in block 3 (if assigned) to be received by those offices no later than October 31 of each year.)** Report zero end of period balances when no Government property remains accountable to the contract. Since EPA has no Special Tooling or Agency Peculiar Property, these classifications have been deleted from this report. EPA further defines Special Test Equipment as test equipment not available to the public through commercial sources.

Superfund Site Equipment. For the purpose of this report, Superfund Site Equipment is defined as: equipment items which are located and used exclusively on a site or location that has been identified by the EPA as requiring a removal or remediation environmental response action. Items identified as Superfund Site Equipment should be reported in block 10 of this report. This definition is applicable to this report only. Do not include those items reported on block 10 of this report in the equipment items that you report in block 9 of this report.

REPORT AS OF 30 SEPTEMBER. Fill in the appropriate year (or as of date for final property reports).

FINAL REPORT. A final report clearly marked "FINAL" shall be submitted within 30 days after disposition of all property subject to reporting, if the contract performance is complete.

Block 1 - TO. Enter the name of the Administrative Contracting Officer designated in the contract. Include the full mailing address (including City, State and ZIP).

Block 2 - FROM. Enter the full name and address of the reporting contractor. Enter the name as it appears on the contract, or if modified, the current contractor name.

Block 3. COPY TO Enter the name and address of the Government Property Administrator (if assigned). Include the mailing address (including City, State, and ZIP)

Block 4 - ADDRESS OF PRIMARY PROPERTY LOCATION. Enter the primary location of the property if different from block 2.

Block 5 - CONTRACT NO. Enter the prime contract number under which the Government property is accountable.

REPORTING INSTRUCTIONS

Block 6. NUMBER OF SUBCONTRACTOR/ALTERNATE LOCATIONS. Number of locations of subcontract property and/or property at alternate sites of the prime contractor (one total for all).

Blocks 7 - 12.b.(1) - ACQUISITION COST (BALANCE AT THE BEGINNING OF THE FISCAL YEAR). Enter the acquisition cost for each classification of property. The amounts reported must agree with the amounts reported in the previous year for BALANCE AT END OF PERIOD.

Blocks 7 - 11.b.(2) - QUANTITY (BALANCE AT BEGINNING OF THE FISCAL YEAR). Enter the quantity for all classifications of Government property except for Other Real Property, and Material on hand. The amounts reported must agree with the amounts reported in the previous year for BALANCE AT END OF PERIOD.

Blocks 7 - 11.c. - ADDITIONS (in dollars). For the property classifications indicated, enter the acquisition cost for the total additions to the contract from any source during the fiscal year. Do not enter for Material.

Blocks 7 - 11.d. - DELETIONS (in dollars). For the property classifications indicated, enter the acquisition cost for the total deletions from the contract during the fiscal year. Do not enter for Material.

Blocks 7 - 12.e.(1) - ACQUISITION COST (BALANCE AT THE END OF THE FISCAL YEAR). Enter the acquisition cost for each classification of property.

Blocks 7 - 11.e.(2) - QUANTITY (BALANCE AT END OF FISCAL YEAR). Enter the quantity for all classifications of Government Property except for Material on hand. These will be carried forward to reflect the balance at the beginning of the following year.

Block 13 - CONTRACTOR'S REPRESENTATIVE. Type the name of the contractor's representative authorized by the property control system to sign this report. Include that individual's commercial area code, telephone number, e-mail address, signature and date.

NOTE: Block 14 is to be completed by the DCMA Property Administrator.

Block 14 - GOVERNMENT'S PROPERTY ADMINISTRATOR. Type the name of the Government's Property Administrator or other authorized property representative. Include that individual's commercial area code, telephone number, signature and date. Blocks e and f are self explanatory with the exception of type. For type indicate initial (I), limited without visit (LWVOV), limited with visit (LV), or standard (ST). **(PA take special note of Blocks e and f, these must be completed on each form).**

ATTACHMENT 9

PAST PERFORMANCE INFORMATION

PAST PERFORMANCE QUESTIONNAIRE

PR-NC-03-10014

S O U R C E S E L E C T I O N S E N S I T I V E I N F O R M A T I O N

(TO BE COMPLETED BY OFFEROR PRIOR TO MAILING TO REFERENCE)

Name of Offeror: _____

Contract Number: _____

Contract Title: _____

Contract Value: _____

___Type of Contract: _____

Period of Performance: _____

The remainder of this form is to be completed by the reference and returned to EPA as instructed in the Client Authorization Letter.

Performance Elements	Not Applicable	Outstanding	Satisfactory	Unsatisfactory
1. Quality of Product or Service				
2. Timeliness of Performance				
3. Effectiveness of Management (including subcontractors)				
4. Initiative in Meeting Requirements				
5. Response to Technical Direction				
6. Responsiveness to Performance Problems				
7. Compliance with Cost Estimates				
8. Customer Satisfaction				
9. Overall Performance				

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with this firm again?

14. Information provided by:

Agency/Firm:

Name:

Title:

Mailing Address (Street and P.O. Box)

City, State and Zip Code

Telephone and Fax Numbers

Phone:

ATTACHMENT 10

CLIENT AUTHORIZATION LETTER

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency's RFP No. _____ the procurement of _____. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor.

EPA has asked the offeror to send Past Performance Questionnaires to customers to complete and send to the Contracting Officer. Please complete the attached Past Performance Questionnaire and mail to U.S. EPA, Attn: _____, E105-02, RTP, NC 27711, within five (5) days of receipt of this letter.

If you are contacted by EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to _____.

Sincerely,

ATTACHMENT 11

SUBCONTACTING PLAN OUTLINE

Small Business, Small Disadvantaged Business
 Veteran-owned Small Business, Women-Owned Small Business
 and HUBZone small Business

MODEL SUBCONTRACTING PLAN OUTLINE*

Identification Data

Contractor: _____

Address: _____

Solicitation or Contract Number: _____

Project Title: _____

Total Amount of Contract (Including Options) \$ _____

Period of Contract Performance (MO. & YR.) _____

* Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause FAR 52.219-9 entitled "Small Business and Small Disadvantaged Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. Type of Plan

Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract.)

2. Goals

State separate dollar and percentage goals for small, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business concerns as subcontractors as specified in FAR 19.704.

(NOTE: If a plan is necessary and the offeror is submitting an individual plan, the plan shall contain separate statements (see Paragraphs 5 and 6 below) and goals for the basic contract and for each option.)

- A. Total estimated dollar value of all planned subcontracting; i.e., with all types of organizations under this contract, is \$_____ %.
- B. Total estimated dollar value and percentage of planned subcontracting with small business concerns: * \$_____ and _____ %.
- C. Total estimated dollar value and percentage of planned subcontracting with small disadvantaged business concerns: * \$_____ and _____ %.
- D. Total estimated dollar value and percentage of planned subcontracting with women-owned small business concerns: * \$_____ and _____ %.
- E. Total estimated dollar value and percentage of planned subcontracting with veteran-owned small business concerns: * \$_____ and _____ %.
- F. Total estimated dollar value and percentage of planned subcontracting with Historically Black Colleges and Universities: * \$_____ and _____ %.
- G. Total estimated dollar value and percentage of planned subcontracting with HUBZone small business concerns: * \$_____ and _____ %.

(* expressed as a percentage of "A.")

3. Description of all the products and/or services to be subcontracted under this contract, and an indication of the types of organizations supplying them: (i.e., LARGE BUSINESS (LG), SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB, VETERN-OWNED SMALL BUSINESS (VOB), WOMEN-OWNED SMALL BUSINESS (WOB), HUBZone SMALL BUSINESS (HUBZ))(check all that apply)

Subcontracted Product/Services	LG	SB	SDB

_____(Attach additional sheets if necessary.)

4. A description of the method used to develop the subcontracting goals for small and small disadvantaged business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals, in addition, how the areas to be subcontracted to small and small disadvantaged business concerns were determined, and how the capabilities of small and small disadvantaged businesses were determined--include any source lists used in the determination process).

5. Indirect costs have been _____ have not been _____included in the dollar and percentage subcontracting goals stated above. (Check one)

6. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business concerns.

7. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: _____

Title: _____

Address: _____

Telephone: _____

Duties: Has general overall responsibility for the contractor's subcontracting program; i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. For example, duties may include, but are not limited to, the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business concerns; and assure that above mentioned

business are included on the source lists for solicitations for products and services they are capable of providing;

- B. Developing and maintaining bidder's lists of small businesses, small disadvantaged businesses, veteran-owned small businesses, women-owned small businesses, and HUBZone small businesses from all possible sources;
- C. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small businesses, small disadvantaged businesses, veteran-owned small businesses, women-owned small businesses, and HUBZone small businesses;
- E. Make arrangements for the utilization of various sources for the identification of small businesses, small disadvantaged businesses, veteran-owned small businesses, women-owned small businesses, and HUBZone small businesses, such as the SBA's Procurement Marketing and Access Network (PRO-Net), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, and the facilities of local small business and minority associations, and contact with Federal agency's Small and Disadvantaged Business Utilization Specialist (SADBUS).
- F. Overseeing the establishment and maintenance of contract and subcontract award records;
- G. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- H. Ensure small business, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
- I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;
- J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;
- K. Preparing, and submitting timely, required subcontract reports;
- L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and
- M. Other duties _____

8. Equitable Opportunity

Describe efforts the offeror will make to ensure that small business, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business concerns will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

1. Contacting trade associations;
2. Contacting business development organizations;
3. Attending conferences and trade fairs to locate small business, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business sources;
4. Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (PRO-Net);
5. Newspaper, magazine ads which encourage new sources; and
6. Veteran service Organizations.

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs;
2. Establishing, maintaining, and using small socio-economic source lists, guides, and other data for soliciting subcontracts; and
3. Monitoring activities to evaluate compliance with the subcontracting plan.

C. Additional efforts: _____

9. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt a plan that complies with the requirements of

the clause at FAR 52.219-9, "Small Business Subcontracting Plan." (FAR 19.704(a)(9)).

10. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts", and SF-295, "Summary Subcontract Report", in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 295.

Reporting Period

Report Due

Due Date

Oct 1 - Mar 31	SF-294	04/30
Apr 1 - Sep 30	SF-294	10/30
Oct 1 - Sep 30	SF-295	10/30

ADDRESSEES

(a) SF-294 to be submitted to cognizant Contracting Officer

(b) SF-295 to be submitted to:

United States Environmental Protection Agency
 Contracts Management Division (MD-33)
 Attn: Jerry M. Dodson, Small Business Specialist
 Research Triangle Park, NC 27711

11. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following;

- A. Small business, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business source lists, guides, and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate small business, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business sources;
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether veteran-owned small business concerns were solicited, and if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; (5) whether HUBZone small business concerns were solicited, and if not, why not; and (6) reason for the failure of solicited small, small disadvantaged business, veteran-owned small business, women-owned small business, and HUBZone small business concerns to receive the subcontract award;
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance procurement conferences and trade fairs;

- E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)
- G. Additional records: _____
- _____
- _____
- _____

12. The offeror should complete the following table indicating small disadvantaged business (SDB) participation targets proposed which will be incorporated into and made part of any resulting contract (See EPAAR 1552.219-73 of this document):

			Percentage of	
Contractor	SIC/NAICS		Total Contract	
Targets	Major Group	Dollars	Value	
Total Prime				
Contractor		SB \$	SB %	
Targets		SDB \$	SDB %	
(Including		WOB \$	WOB %	
joint venture		HubZone \$	HubZone %	
members and				
team members)				
Total		*	*	
Subcontractor				
Targets				

* Includes Large Business subcontracts.

The offeror shall identify below any SDB(s) which are included as part of this proposal and which will be considered under the Section M SDB participation evaluation factor:

- (1) _____
- (2) _____

- (3) _____
- (4) _____
- (5) _____

This subcontracting plan was submitted by:

Signature: _____

Typed Name: _____

Title: _____

Date Prepared: _____

Phone No.: _____